

Collin County, TX

# REQUEST FOR PROPOSAL 2025-082

# ASSET MANAGEMENT AND CAPITAL PLANNING SOFTWARE SYSTEM

RELEASE DATE: July 29, 2025

RESPONSE DEADLINE: September 4, 2025, 2:00 pm

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

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# 1. INTRODUCTION

# 1.1. SUMMARY

Collin County's intent of this Request for Proposal (RFP) and resulting contract is for a standalone Asset Management and Capital Planning Software System and Facility Condition Assessment (FCA.) This software system and FCA will facilitate informed decision-making on building condition, capital layouts, project costs, building lifecycle, and deferred maintenance into a central location.

Collin County anticipates the contract to begin in November 2025 and continue for an initial terms of three (3) years. The County may extend the contract for two (2) additional one-year terms at its sole discretion.

# 1.2. TIMELINE

RFP Released:	July 29, 2025
Deadline for Submission of Questions:	August 27, 2025, 2:00pm
Response Submission Deadline:	September 4, 2025, 2:00pm
Interviews / Demonstrations - Optional:	October 6, 2025

# 2. PURPOSE / REQUIREMENTS

# 2.1. Background

Collin County is considered an extension of state government. The biggest focus of county government is judicial (civil and criminal justice, adult and juvenile probation), human services, law enforcement and jail services. The County is responsible for road and bridge maintenance in unincorporated areas, maintaining public records, collecting property taxes, issuing vehicle registrations and transfers, registering voters, conducting elections, and providing health and social services to indigent county residents.

The County facilities include a courthouse and more than a dozen county facilities that serve the public. Administrative offices are located in McKinney, TX, as is the justice center, jail, public works, animal services and health care services.

The County currently uses several information management systems to complete various asset management functions. There is no centralized system used to manage asset data across all departments, and multiple systems are used to complete various functions. Currently, the primary systems used to manage asset data are Microsoft Excel and Tyler Munis, the County's financial ERP system. The County Facilities department utilizes an Excel spreadsheet for building asset inventory such as exterior facades, flooring, ceiling grids, air handlers, lighting, generators, etc. Tyler Munis is utilized for service requests, work orders, equipment asset inventory, and asset maintenance/updates.

The County's goal is to implement and utilize an Asset Management and Capital Planning software system that will centralize existing capital asset data, improve budgeting and prioritizing capital planning projects to improve operations, equipment downtime and funding process. By optimizing future construction and facilities planning practices, the County's workflow efficiency and decision-making process will be streamlined. While other components of asset management (service requests, work orders, equipment asset inventory) are not currently required of the requested software solution, the County may consider those functionalities as a value add for future incorporation.

# 2.2. Requirements

The proposed solution is expected to implement the following high level system functions:

- Asset Management
- Facility and Asset Cost Management
- Facility and Capitol Management Strategy Planning
- Risk Matrix Generation
- Lifecycle Cost Analysis
- Funding Analysis

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- Project Bundling
- Project Prioritization
- Custom Reporting and Dashboard

For the complete list of system requirements, see "Attachment E - Requirements".

Requirements that require a detailed response shall be submitted as a separate attachment titled "Detailed Response to Requirements". The responses shall be in order and include the reference numbers within this document.

Any responses that are answered as a "Yes" indicate that the proposed solution 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 8.2 of the specifications for more details on Exceptions.

# SPECIAL CONDITIONS

#### 3.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **2025-082 Asset Management and Capital Planning Software System.** 

# 3.2. INTENT OF REQUEST FOR PROPOSAL

Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal for an Asset Management and Capital Planning Software System.

#### 3.3. TERM

Provide for a term contract commencing Upon Award with an initial terms of three (3) years. The County may extend the contract for two (2) additional one-year terms at its sole discretion.

# 3.4. POINT OF CONTACT

Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email Lera Miller, Buyer at Imiller@co.collin.tx.us.

#### 3.5. FUNDING

Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

# 3.6. COMPLETION/RESPONSE TIME

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

# 3.7. 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.

4600 Community Avenue, McKinney, TX 75071

#### 3.8. TESTING

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

# 3.9. SAMPLES/DEMOS

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

#### 3.10. ESTIMATED EXPENDITURE

Estimated expenditure for the initial implementation and 1st year of service/software is two-hundred and fifty thousand dollars (\$250,000.00) annually.

#### 3.11. BACKGROUND CHECK

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

#### 3.12. SUBCONTRACTORS

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

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

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

### 3.13. CONFIDENTIAL OR PROPRIETARY INFORMATION

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

#### 3.14. PROPOSAL SCHEDULE

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

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# 4. INSURANCE REQUIREMENTS

**4.1** 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.

**4.1.1 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

**4.1.2 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

**4.1.3 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	
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**4.1.4 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	Each Occurrence/Aggregate	\$1,000,000	
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# 4.1.5 Umbrella/Excess Liability insurance

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**4.1.6 Cyber Liability** insurance for the duration of the contract for claims arising out of vendors' services and including, but not limited to, loss, damage, theft, or other misuses of data, infringement of intellectual property, invasion of privacy and breach of data. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by vendor in the contract. It shall include, but is not limited to, claims involving infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and

penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. If vendor maintains broader coverage and/or higher limits than the minimums shown above, Collin County requires and shall be entitled to the broader coverage and/or higher limits maintained by vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Collin County. If coverage is written on a claims-made basis, then coverage shall be maintained for three (3) years after contract termination. Coverage shall be procured from an insurer with a Best's rating of "A" or better and a Class "VIII" financial rating. Vendor shall provide certificate(s) of insurance on the standard ACORD forms confirming the required coverage.

Additionally, Collin County does not allow a limitations clause that limits the amount of damages to an amount below the required cyber liability insurance. The vendor shall be responsible for Collin County's data in the event of a breach, regardless of negligence. It shall not be the County's responsibility to prove negligence.

Each Occurrence/Aggregate	\$2,000,000
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- **4.2** With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
  - **4.2.1** 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.
  - **4.2.2** The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
  - **4.2.3** All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
  - **4.2.4** 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.
  - **4.2.5** All copies of Certificates of Insurance shall reference the project/contract number.
  - **4.2.6** All insurance shall be purchased from an insurance company that meets the following requirements:
    - **4.2.6.1** A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
  - **4.2.7** 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:
    - **4.2.7.1** Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
    - **4.2.7.2** Sets forth the notice of cancellation or termination to Collin County.

# 5. EVALUATION

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with Local Government Code 262.030. The County reserves the right to determine the suitability of proposals based on all of these criteria.

The evaluation committee will review all proposals received by the proposal due date as part of a documented evaluation process. For each decision point in the process, the County will evaluate Proposers according to specific criteria and will elevate a certain number of Proposers to compete against each other.

The County will use a competitive process based upon "selection levels or phases". The County recognizes that if a Proposer fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining Proposers or to elevate another Proposer that was not elevated before. The following describes the selection levels.

#### **FOUNDATIONAL EVALUATION PHASE:**

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those Proposers who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information. Proposers must submit information within two business days. Proposers may be disqualified if RFPs are incomplete or noncompliant. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Completed proposals will be elevated to EVALUATION PHASE 1.

#### **EVALUATION PHASE 1:**

The evaluation committee will conduct a detailed assessment of all completed proposals. Criteria evaluated in Evaluation Phase 1 is outlined in the table below. Proposers elevated to Phase 1 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. It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to EVALUATION PHASE 2.

Proposers who are elevated to Phase 2 will have their cost and optional interview evaluated for a total of up to a possible 60 points and will have these points combined from Phase 1 for a possible maximum of 160 points total.

#### **EVALUATION PHASE 2:**

The evaluation committee may request a technical question interview or presentation from shortlisted proposers (if desired) in Phase 2. Proposers are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request an interview. The oral presentation is an opportunity for the evaluation committee to ask technical questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the Proposer simply to provide generic background information about the corporation or its experience. Thus, the time will be structured with a

minimum time for the Proposers to present and the majority of time dedicated to addressing technical questions from the evaluation committee. The oral presentations, if held, will be scheduled accordingly and all shortlisted Proposers will be notified of time and date. Proposals may be re-evaluated on criteria in previous phases.

#### **EVALUATION PHASE 3:**

Proposers who are susceptible of receiving the award will be elevated to Phase 3 for Best and Final Offer. Proposals may be re-evaluated on criteria in previous phases. Based on the information collected in this phase, a single Proposer will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period deemed reasonable by the County, it reserves the right to contact any of the other Proposers that have submitted proposals and enter into negotiations with them.

#### **EVALUATION PHASE 1**

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	Overview, Qualifications, Customer Service, and Support	Points Based	15 (15% of Total)
	This criterion will be used to assign points based on submission and review of the following:		
	Assess the proposers strengths and weaknesses to align with needs of the County		
	Evaluate the proposers demonstration of its ability to innovate and deliver results		
	Assess proposers background, experience, and qualifications to determine if able to successfully meet contract requirements		
	<ul> <li>The education, experience, and accomplishments of key personnel will be evaluated to determine the degree to which they possess the qualifications to perform their proposed duties under the contract</li> </ul>		
	<ul> <li>Proposer's process verifying staff technical and professional qualifications and what are their current certifications</li> </ul>		
	<ul> <li>Methodology implemented for recruitment, screening, training, and employee retention</li> </ul>		
	Responsiveness and availability of support for trouble tickets, resolution turnaround time, knowledge of solution by support team		

2.	Evidence of Experience, References, and Similar Projects	Points Based	5 (5% of Total)
	This criterion will be used to assign points based on submission and review of the following:		
	<ul> <li>Proposer experience in providing services similar to that requested in the RFP</li> </ul>		
	<ul> <li>Consider the quality of past performance and relevance of similar projects</li> </ul>		
	Consider relevant experience and references listed by the Proposer		
	<ul> <li>Similar projects and level of proposers success</li> </ul>		
	<ul> <li>Documented successful case studies of the system and its benefits to the capital planning process</li> </ul>		
	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 may be re- evaluated based upon levels.		
	County may choose to visit sites where the proposed software is in live production may be re-		

3.	Approach to Requirements  This criterion will be used to assign points based on submission and review of the Attachment E - Requirements:  General Requirements - Assess the overall proposed system and timeline.  Functional Requirements - Measures how well the solution achieves its intended purpose and scalability of solution.  Technical Requirements / Questionnaire - Assess the solution's ability to deliver the required technical functionality.  Assessments - Assess the proposers plan for completion of assessments.	Points Based	65 (65% of Total)
4.	Project Plan, Implementation and Timeline  This criterion will be used to assign points based on submission and review of the following:  Proposer's approach to and understanding of the requirements required in the RFP as evidenced by the proposed system solution  Project schedule, timelines, milestone, deliverables and detailed approach is reasonable/responsive to County's needs  Ability to meet the service requirements described in Attachment E - Requirements  Identification of critical or unique issues specific to the project  Adequacy of proposed communications process	Points Based	15 (15% of Total)

# **EVALUATION PHASE 2**

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	Detailed Proposal Cost	Reward Low Cost	35
	Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.		(58.3% of Total)
	Points will be assigned based on a "Ratio Method." The proposer's cost must include the delivery of the proposed services, as well as any recurring costs (if any) as delineated in the Scope of Work and the PRICE PROPOSAL.		
	With this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest price. This is determined by applying the following formula:		
	Lowest Price / Evaluated Price X maximum points available = Awarded Points		
	Example: The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 30 points.		
	( \$100,000 / \$125,000 ) X 30 = 24 points		
2.	Technical Question Interview, Software Demonstration - Optional	Points Based	25 (41.7% of Total)
	The evaluation committee may request an oral technical question interview or software demonstration in Level 3. Shortlisted proposers must be available to participate in an oral interview including the proposed project manager and key personnel. The County will not be liable for any costs incurred in connection with such interviews (i.e., travel, accommodations, etc.)  Clarification of information submitted in a proposal  Technical interview and demonstration of proposed software		
	The County reserves the right to award a contract to a Proposer solely based on their initial written proposal submitted without any further interview, discussion and negotiations.		

# 6. GENERAL INSTRUCTIONS

# 6.1. DEFINITIONS

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

# 6.2. GENERAL INSTRUCTIONS

- 1. If Offeror does not wish to submit an offer at this time, please submit a No Proposal response.
- 2. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
- 3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
- 4. Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your Submittal noncompliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
- 5. A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91<sup>st</sup>) day following public opening of Submittals and only prior to award.
- 6. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.
- 7. All RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.
- 8. Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eProcurement Portal.

- 9. All RFPs and CSPs submitted electronically via <u>Collin County eProcurement Portal</u>. shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.
- 10. Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of "plug and play" portable storage device will be accepted as a Submittal. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.
- 11. For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.
- 12. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
- 13. Any interpretations, corrections and/or changes to a RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eProcurement Portal.
  - i. Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. <a href="https://procurement.opengov.com/portal/collincountytx">https://procurement.opengov.com/portal/collincountytx</a> telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.
- 14. All materials and services shall be subject to Collin County approval.
- 15. Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.
- 16. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
- 17. Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by

- attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.
- 18. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
  - i. have adequate financial resources, or the ability to obtain such resources as required;
  - ii. be able to comply with the required or proposed delivery/completion schedule;
  - iii. have a satisfactory record of performance;
  - iv. have a satisfactory record of integrity and ethics;
  - v. be otherwise qualified and eligible to receive an award.

    Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.
- 19. Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.
- 20. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the solicitation process is subject to release under the Act.
- 21. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
- 22. Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.
- 23. Proposal Openings: All proposals submitted will be read at the County's regularly scheduled proposal opening for the designated project. However, the reading of a proposal at proposal opening should be not construed as a comment on the responsiveness of such proposal or as any indication that the County accepts such proposal as responsive.
  - The County will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The County will notify the successful Offeror upon award of the contract and, according to state law; all proposals received will be available for inspection at that time.

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

# 7. TERMS OF CONTRACT

- 1. A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.
- 2. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.
- 3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
- 4. The Vendor/Contractor/Provider shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
- 5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- 6. Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 7. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
- 8. Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
- 9. Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including

- attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.
- 10. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
- 11. If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:
  - i. In accordance with Section 2253.021 of Texas Government Code, 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).
  - ii. In accordance with Section 2253.021 of Texas Government Code, 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).
- 12. Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
- 13. The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.
- 14. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

- 15. All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.
- 16. Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- 17. The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
- 18. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
  - i. Collin County Purchase Order Number;
  - ii. Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
  - iii. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 19. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
- 20. All warranties shall be stated as required in the Uniform Commercial Code.
- 21. The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 22. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 23. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 24. The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 25. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

- commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 26. Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 27. The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 28. Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 29. Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 30. Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 31. Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

- 32. Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.
- 33. Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

#### 34. Delays and Extensions of Time when applicable:

- i. If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.
- ii. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
- 35. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or

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

- 36. Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- 37. Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.
- 38. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

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

# 8. VENDOR RESPONSE AND PROPOSAL FORMAT

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

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

- Proposals may be submitted online via https://procurement.opengov.com/portal/collincountytx/projects/166690. Electronic submissions are preferred.
- 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

If submitting manually, 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.

Paper copies shall be printed on letter size (8  $\frac{1}{2}$  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, and should be formatted in the same order as the following:

# 1. Firm Overview, Qualifications, Customer Service, and Support

# 1.1. Firm Overview\*

List the Names and address of your firm's principal officers, directors or partners.

<sup>\*</sup>Response required

1.2. *Response	A descriptive background of your company's history.* e required
1.3. *Response	State your principal business location and any other service locations.* e required
1.4. Should a scounty.	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. * Service location not exist in the Collin County region please list your nearest service location to the
*Response	e required
1.5. *Response	What is your primary line of business?* e required
1.6. *Response	How long have you been selling product(s) and/or providing service(s)?* e required
1.7. *Response	State the number and location of installations where your services are in use.* e required
<i>1.8.</i> □ Yes □ No	Does your solution require third party software?*
*Response	e required
When	equals "Yes"
	Explain* onse required
1.9.	Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity?*
□ Yes □ No	
*Response	e required
When	equals "Yes"
	Please explain the impact both in organizational and directional terms.* onse required

the

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

# PROPOSED PROJECT TEAM AND STAFF QUALIFICATIONS

# 2.1. Project Team/Staff\*

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

# 2.2. Describe staff verification process\*

Please describe your firm's process for verifying staff technical and professional qualifications and current certifications

# 2.3. Firm Organization

Provide a copy of your firm's organizational chart.

# 2.4. Company Turnover

What is the average turnover rate for your company in the last five (5) years?

# 2.5. Staff Recruitment and Retention\*

Describe your methodology for recruitment, screening, training, and employee retention

# 2.6. Implementation Resource\*

The County will provide an enterprise project implementation resource to oversee and coordinate integration of the requirements. Describe how your firm will interact with this resource?

# 2.7. Dedicated Project Managers

How many dedicated project managers would be assigned to this project?

What percentage of the project manager's time would be dedicated to our project?

#### PAST PERFORMANCE AND SIMILAR PROJECTS

#### 3.1. Client List\*

Provide a full client list from the last 5 years including: services provided, contract terms, cost, and contacts for each client

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

- 3.2. Provide the number of customers using the proposed solution today.
- 3.3. Provide an explanation of a challenged account and how you resolved the situation constructively.

# 3.4. Past Performance

Acknowledge in writing if there have been any past performance issues on any of your contracts, including whether or not you have been on a corrective action plan.

3.5. Describe how your company mitigates matters such as: cost overruns, extended performance periods, numerous warranty calls, etc.

# 4. APPROACH TO REQUIREMENTS

Vendor response related to Approach to Requirements

4.1. Upload Responses to Attachment E - Requirements\*

Please fill out your firm's responses to Attachment E - Requirements, and upload here

#### 5. PROPOSED PROJECT PLAN AND TIMELINE

- 5.1. Provide an implementation plan for the proposed product(s)/service(s) to include but not limited to the following areas:\*
  - 1. Project Plan to include all necessary components to render it a complete and operational system
  - 2. Proposed Project Plan and Timeline for each project phase (including County review time), at a minimum, the following key areas shall be included:
    - i. Installation
    - ii. Implementation
    - iii. Education and Training
  - 3. Testing and Post-Implementation Support

# 5.2. Facility Condition Assessment

Provide an example of a typical facility condition assessment project schedule showing the following relevant information:

- Mobilization of the project
- Field data collection and historical asset information
- Preliminary report as described in the deliverables section
- Final report documents
- Final presentation

<sup>\*</sup>Response required

<sup>\*</sup>Response required

# 5.3. Requested Project Documentation\*

Provide a complete documentation set of all project documents, including but not limited to:

- 1. Installation Materials (if applicable)
- 2. Configuration and programming details
- 3. Information Security Plan
- 4. Business Continuity Plan
- 5. Database documentation, including:
  - 1. Data models
  - 2. Object models
- 6. API/SDK documentation
- 7. System administration guide
- 8. Documentation samples of the following:
  - 1. Warranty and maintenance details
  - 2. Configuration/programming documentation
  - 3. As-built diagrams and drawings
- 9. Project documentation set, including:
  - i. Configuration notes
  - ii. MS Visio diagrams
  - iii. Other implementation materials
- 10. On-time/On-budget performance statistics

#### 6. TIME SCHEDULE

# 6.1. Provide a schedule for each phase of the proposed project\*

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).

Collin County acknowledges that while all work is expected to occur during normal business hours (Monday – Friday, 8am – 5pm), limited exceptions may be required during the go-live phase. In prior projects, certain preparatory tasks have occasionally taken place the weekend before go-live to ensure a smooth transition.

<sup>\*</sup>Response required

That said, this project does not include a data conversion, so it is anticipated that after-hours or weekend work may be minimal or unnecessary.

#### CUSTOMER SERVICE AND SUPPORT

# 7.1. Support Process

Explain your support process. Do you have tier one and tier two support?

- 7.2. Is your support staff available to answer calls immediately or is your support process handled through messaging and call back?
- 7.3. Is onsite support available?
- 7.4. How quickly does a qualified support resource respond to reported issues?
- 7.5. What is the turnaround time on resolving issues reported?
- 7.6. What is your escalation process?
- 8. OTHER QUESTIONS/DOCUMENTATIONS
- 8.1. Cost Proposal Attachment H\*

Provide a detailed cost proposal for all costs associated with an Asset Management and Capital Planning Software System. Complete and attach Attachment H.

# 8.2. Exceptions\*

Please download the below documents, complete, and upload.

#### 8.3. *Notice\**

Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

		c.
	PSCP	confirm

# 8.4. Contact Information\*

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

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

#### \*Response required

# 8.5. 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 confirm

\*Response required

#### 8.6. 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".

# 8.7. 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.

# 8.8. 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.

#### \*Response required

# 8.9. 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.

<sup>\*</sup>Response required

<sup>\*</sup>Response required

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.

# 8.10. Cooperative Contracts\*

As permitted under Texas Local Government Code Sections 271.101 and 271.102 and Texas Government Code Section 791.025, other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an 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?

Yes
No
\*Response required

\*\*Response required

\*\*Debarment Certifications\*\*
I certify that neither my company nor an owner or principal of my company has been debarred, suspended or

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

☐ Please confirm

# 8.12. Immigration and Reform Act\*

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

☐ Please confirm

# 8.13. Disclosure of Certain Relationships\*

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

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.

☐ Please confirm

#### 8.14. Anti-Collusion Statement\*

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

☐ Please confirm

# 8.15. Disclosure of Interested Parties\*

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

☐ Please confirm

# 8.16. Notification Survey\*

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

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

<sup>\*</sup>Response required

# 8.17. 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 confirm

\*Response required

# 8.18. 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 confirm

\*Response required

### 8.19. Firearm Entities and Trade Associations Discrimination\*

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

1. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

\*Response required

# 8.20. Information Regarding Conflict of Interest\*

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

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

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

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

For a listing of current Collin County Officers: https://www.collincountytx.gov/Contact/county-officials

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

Department:

## **Facilities:**

Rick Monk - Director of Facilities

# **Information Technology:**

Caren Skipworth - Chief Information Officer

Ben White - IT Senior Manager

Courtney Wilkerson - Project Manager

Steve Ganey, Deputy Chief Information Officer

Jeff Springfield, IT Security Officer

Casey Stone, Infrastructure Supervisor

Balaji Palaniswamy, System Programming Supervisor

David McCurdy, Operation Supervisor

## **Budget:**

Jessica Shaw - Financial Analyst II

## **Purchasing:**

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Lera Miller - Buyer II

\*Response required

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
Please download and complete the CIQ attachment and upload if applicable.
*Response required
8.21. Conflict of Interest Confirmation*  I have read the conflict of interest information above and will file the CIQ form if a conflict exists.
☐ Please confirm
*Response required
8.22. W-9* Please upload your W-9 Form
*Response required
8.23. Proposer Acknowledgement*  Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.
☐ Please confirm

Instructions for completing section:

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

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

# **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Ses	sion. OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vehas a business relationship as defined by Section 176.001(1-a) with a local governmental entity vendor meets requirements under Section 176.006(a).	
By law this questionnaire must be filed with the records administrator of the local governmental entit than the 7th business day after the date the vendor becomes aware of facts that require the staten 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 offense under this section is a misdemeanor.	Code. An
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. completed questionnaire with the appropriate filing authority not later than the 7 you became aware that the originally filed questionnaire was incomplete or in	th business day after the date on which
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 govern officer, as described by Section 176.003(a)(2)(A). Also describe any family relation Complete subparts A and B for each employment or business relationship described CIQ as necessary.  A. Is the local government officer or a family member of the officer recother than investment income, from the vendor?  Yes No  B. Is the vendor receiving or likely to receive taxable income, other than in of the local government officer or a family member of the officer AND the local governmental entity?  Yes No  Describe each employment or business relationship that the vendor named in S	ection 1 maintains with a corporation or
other business entity with respect to which the local government officer serve ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a famil as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(a)(b), excluding gifts described in Section 176.003(a)(b), excluding gifts described in Section 176.003(a)(a)(b), excluding gifts described in Section 176.003(a)(b), excluding gifts described in Section 176.003	
7	
Signature of yandar daing business with the governmental antity	Date
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.

<u>Local Government Code § 176.001(1-a)</u>: "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:

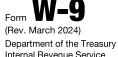
- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods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

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

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

IIILEIIIa	ne	Verlue Service											
Befor	е у	bu begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below											
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the entity's name on line 2.)	owner's	s nam	e on li	ine 1,	and er	nter	the bu	sines	s/disre	egarded	
	2	Business name/disregarded entity name, if different from above.											
on page 3.								4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
.s		$\square$ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)				E	xempt	pay	ee coo	de (if a	.ny)		
Print or type. Specific Instructions on page		<b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead che box for the tax classification of its owner.			priate	0		ance	e Act (l	_		ount Tax orting	
P. ii		Other (see instructions)				`	oue (ii	arry	" —				
F Specific	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its ta and you are providing this form to a partnership, trust, or estate in which you have an ownership this box if you have any foreign partners, owners, or beneficiaries. See instructions	interes	t, che					to acco				
See	5	Address (number, street, and apt. or suite no.). See instructions.	Requ	iester'	's nan	ne and	d addre	 	(optior	nal)			
	6	City, state, and ZIP code											
	7	List account number(s) here (optional)	•										
Par	tΙ	Taxpayer Identification Number (TIN)											
Enter	νοι	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to a	void	S	ocial	secu	rity nu	mbe	ər				
backu	pν	ithholding. For individuals, this is generally your social security number (SSN). However, lien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other					-		<b>-</b>				
	-	is your employer identification number (EIN). If you do not have a number, see How to ge	et a	or	-	-	_						
TIN, la	iter			E	mplo	yer id	entific	atic	on nun	nber			
		ne account is in more than one name, see the instructions for line 1. See also <i>What Name</i> of the Requester for guidelines on whose number to enter.	and			1							
Par	ì	Certification				-	I						
		nalties of perjury, I certify that:											
1. The	nu	mber shown on this form is my correct taxpayer identification number (or I am waiting for	a nun	nber 1	to be	issu	ed to	me)	); and				
2. I ar Ser	n no	ot subject to backup withholding because (a) I am exempt from backup withholding, or (b) a (IRS) that I am subject to backup withholding as a result of a failure to report all interest per subject to backup withholding; and	) I have	e not	beer	n noti	fied b	y th	ne Inte	ernal I			
3. I ar	n a	U.S. citizen or other U.S. person (defined below); and											
4. The	FΑ	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is c	orrec	ct.								
becau acquis	se y sitio	ion instructions. You must cross out item 2 above if you have been notified by the IRS that you have failed to report all interest and dividends on your tax return. For real estate transaction or abandonment of secured property, cancellation of debt, contributions to an individual retainment and dividends you are not required to sign the contributions but you must provide your respective to the contributions.	ons, ite tireme	em 2 nt arr	does anger	not a	apply. (IRA),	For and	r morto d, gen	gage erally	intere , payr	nents	

# **General Instructions**

Signature of

U.S. person

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*.

## What's New

Sign

Here

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

# **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

#### By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
  - 2. Certify that you are not subject to backup withholding; or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. 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*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301,7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(I)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

# **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester;
- 2. You do not certify your TIN when required (see the instructions for Part II for details);
  - 3. The IRS tells the requester that you furnished an incorrect TIN;
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
- 5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

# What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

# **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- Disregarded entity. In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

#### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n)	THEN check the box for
Corporation	Corporation.
Individual or	Individual/sole proprietor.
Sole proprietorship	
LLC classified as a partnership for U.S. federal tax purposes or     LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification:  P = Partnership, C = C corporation, or S = S corporation.
Partnership	Partnership.
Trust/estate	Trust/estate.

#### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

#### **Line 4 Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2-The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory
- $7\!-\!A$  futures commission merchant registered with the Commodity Futures Trading Commission.
- 8-A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11-A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

3	
IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7.
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5.2
Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
  - B—The United States or any of its agencies or instrumentalities.
- C-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
  - G-A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
  - I-A common trust fund as defined in section 584(a).
  - J-A bank as defined in section 581.
  - K-A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S.* status for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

# What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account
<ol> <li>Custodial account of a minor (Uniform Gift to Minors Act)</li> </ol>	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
<ol><li>Sole proprietorship or disregarded entity owned by an individual</li></ol>	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
<ol> <li>Association, club, religious, charitable, educational, or other tax-exempt organization</li> </ol>	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>&</sup>lt;sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- <sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
- \* Note: The grantor must also provide a Form W-9 to the trustee of the trust
- \*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

# **Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

Form W-9 (Rev. 3-2024)

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

# **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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Reference Number	IMPORTANT INFORMATION:	Yes System	No System does	Written Response: Include additional comments below. If additional space
Number	Contractors shall acknowledge and respond to each requirement on this spreadsheet.	System currently	System does not perform	is needed, you may include this as a part of your attachment titled "Detailed Response to Requirements" and note accordingly below. The
	Contractors shall acknowledge and respond to each requirement on this spreadsheet.	performs	this function	detailed responses shall be in order and include the reference numbers for
	Any responses that are answered as a yes, mean that the system will fully comply with no setup	these	and/or	each requirement response.
	required, configurable with no changes to source code, or are provided with reporting tool. If the	functions	cannot agree	Sault requirement responses.
	functionality is not available at this time the response shall be answered as no and shall be	and/or agree	_	
	included in your proposal as "exceptions" with further explanation. Refer to Section 6.1 of the	to	requirement	
	specifications for more details on Exceptions.	requirement		
CENEDAL D	 EQUIREMENTS			
GENERAL R	CONTRACTOR RESPONSIBILITIES			
	Contractors shall comply with Collin County Information Technology Cloud Services Agreement. (Refer to Attachment F,			
GEN.1.1	Collin County SaaS Subscription Agreement)			
	The contractor shall designate a single primary point of contact, subject to Collin County's approval, to coordinate all			
GEN.1.2	project-related communication and implementation activities, including direct collaboration with the County's Facilities			
FUNCTIONA	and Information Technology (IT) departments.  L REQUIREMENTS			
FUNCTIONA FUN.1	CORE CAPABILITIES			
	The contractor's solution shall support the continual update of all data, management of deferred maintenance reduction,			
FUN.1.1	and forecasting of future capital renewal needs.			
FUN.1.2	The system shall allow the attachment of photos to various data elements.			
FUN.1.3	The solution shall display projects using Uniformat Level 4 classification.			
FUN.1.4	The system shall enable the generation of Facility Condition Index (FCI) and Net Asset Value (NAV) based on industry standards.			
FUN.1.5	The contractor shall assist with creation and management of a comprehensive asset inventory, including HVAC units, pumps, infrastructure, equipment, building structures, asset age, condition, and replacement schedule.			
FUN.1.6	The system shall support export of all data in standard formats (e.g., CSV, XLSX).			
FUN.2	ASSET MANAGEMENT & TRACKING			
FUN.2.1	Provide comprehensive detailed asset database of all fixed assets including descriptions, locations, acquisition dates, costs, and useful life.			
FUN.2.2	The system shall depreciation calculations with the ability to automate and customize depreciation schedules, including straight-line, declining balance, and units of production methods.			
FUN.2.3	The system shall have functionality for asset valuation to include real-time and historical valuation of assets.			
FUN.2.4	The system shall be based on a construction cost database to include estimates, calculations and reporting integrated within the software, e.g. RSMeans, Marshall & Swift			
FUN.2.5	The system have the ability to provide an audit trail with detailed logs of all asset additions, disposals, and transfers.			
FUN.3	REPORTING & ANALYTICS			
	The system shall include reporting and analytics with customizable reports and the ability to generate custom reports on			
FUN.3.1	asset inventory, depreciation, spending scenarios, maintenance, and more in a variety of formats (e.g., Microsoft Excel or Adobe Acrobat PDF).			
FUN.3.2	The system shall include facility cost annualizing and reporting capabilities that include multiple year forecasting based			
FUN.3.2	on life cycle of all building assets that make up the total lifecycle cost to help financially forecast costs or planning decisions.			
FUN.3.3	The system shall have the ability to develop accurate project estimates using updated construction cost data, e.g. RSMeans, Marshall & Swift .			
FUN.3.4	The system shall include dashboard analytics that provide real-time data with key performance indicators (KPIs) and metrics.			
FUN.3.5	The system shall include compliance reporting function that provides pre-built reports to comply with government regulations and standards.			
FUN.3.6	The system shall have the ability to develop of data-driven strategic capital plans.			
FUN.3.7	The system shall have the ability to measure facility performance and create plans to address improvements.			
FUN.3.8	The system shall provide reporting capabilities that include, at a minimum, the following standard reports: asset additions, asset disposals, asset depreciations, active asset list, assets by location, and assets by fiscal year.			
		1	1	

FUN.4	SEARCH FUNCTIONALITY		
*****	The system shall include advanced search functionality that allows users to search for assets using multiple attributes		
FUN.4.1	(e.g., asset year, category, label, etc.), and shall support the ability to generate and download reports based on the		
1 011.4.1	(e.g., user freat, eategery, rabot, etc.), and shall support the ability to generate and download reports based on the		
FUN.5	ASSESSMENTS		
	The contractor shall provide a qualified and experienced assessment team to conduct comprehensive evaluations of		
FUN.5.1	facilities, including Facility Condition Assessments (FCA) and System Lifecycle Assessments for selected in-scope		
	facilities as outlined in Attachment G - In Scope Building List.		
	The contractor shall submit a detailed description of the strategy and methodology for conducting FCAs, addressing the		
	following elements:		
	Incorporation of existing assessment data provided by Collin County		
EIN E O	• Field data collection techniques		
FUN.5.2	Compliance with industry standards (e.g., ASTM E 2018-01, Uniformat II, and BOMA)     Source and nature of asset cost data, e.g. RSMeans, Marshall & Swift		
	Definitions and categorization of priorities		
	Costing and funding analysis methods		
	Preparation and delivery of reports and findings		
	Upon completion of the assessments, the contractor shall collaborate with Collin County to develop a strategic multi-		
FUN.5.3	year investment plan, using collected data to construct building portfolios, prioritize projects, and generate capital plans.		
	The contractor shall use a construction cost database, e.g. RSMeans, Marshall & Swift, that integrates with the County's		
FUN.5.4	capital planning software to produce cost estimates.		
FUN.6	FINANCIAL MANAGEMENT		
FUN.6.1	The system shall include general ledger interface with ability to generate asset-related journal entries.		
FUN.6.2	The system shall have the ability for audit report footnotes that incorporate roll-up statements for annual audit footnotes.		
FUN.7	PORTFOLIO & ASSET SUPPORT		
FUN.7.1	The solution shall support multiple building types and associated site assets.		
FUN.7.2	The solution shall allow for the creation of multiple or unlimited portfolios.		
FUN.7.3	The system shall provide visualization tools to display needs by space, timeframe, buildings, systems, and portfolios.		
FUN.7.4	The system shall include filtering and drill-down functionality within visualizations.		
FUN.8	PLANNING & PRIORITIZATION		
FUN.8.1	The solution shall include an embedded cost estimating system, e.g. RSMeans, Marshall & Swift, including localized cost indices and annual updates.		
FUN.8.2	The system shall allow prioritization of projects and requirements based on both condition and non-condition data.		
FUN.8.3	The solution shall offer configurable scoring and ranking aligned with Collin County's strategic objectives.		
FUN.8.4	The system shall allow capital planning data to connect directly with estimating and procurement workflows or		
	applications.		
FUN.9	MOBILE & DATA COLLECTION (See Technical Requirements for MOBILE DATA: OFFLINE ACCESS, SYNC, SECURIT	Y & PERFORMANCE	
FUN.9.1	The solution shall support mobile data collection devices		
	AL REQUIREMENTS/QUESTIONNAIRE		
TEC.1	HOSTING		
TEC.1.1	The system shall be delivered as a Software-as-a-Service (SaaS) solution for all County-owned and operated assets.		
TEC.1.2	Define the minimum client-side hardware and software requirements (e.g., browser, OS, plugins) necessary to access and use the system.		
TEC.1.3	Describe the practices in place for monitoring unauthorized access to client information.		
TEC.1.4	Describe the practices in place to work with the client if a breach of client data occurs.		
TEC.2	END-USER DEVICE REQUIREMENTS & BROWSER REQUIRMENTS FOR SAAS ACCESS		
TEC.2.1	Is the software fully accessible via a modern web browser without requiring local software installations (i.e., thin client model)?		
TEC.2.2	Are there any browser configuration dependencies (e.g., pop-up blockers, cookie settings) that could impact functionality?		
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TEC.2.3	What are the minimum and recommended screen resolutions for optimal use?	I	
TEC.2.4	What desktop operating systems and browsers (including versions) are supported?		
TEC.2.5	Does the system support access via virtual desktop infrastructure (VDI) or standard virtualization software?		
TEC.2.6	Does the solution require or support MS Office integration? If so, which versions are compatible?		
TEC.3	SYSTEM ARCHITECTURE		
TEC.3.1	These data sharing efforts will be accomplished through web transfers, web services, File Transfer Protocol (FTP), and		
	other scheduled file transfers.		
TEC.3.2	Describe your application architecture by focusing on the implementation details for your presentation, business and data layers. (You are encouraged to provide diagrams within the constraints of the proposal instructions.)		
TEC.3.3	Explain the flow of communication between all tiers of the application.		
TEC.3.4	Is your system based on a web-based architecture? If so, briefly explain.		
TEC.3.5	What, if any, client components are required to be installed?		
TEC.3.6	Describe any automated background processes (e.g., reports, data sync, or notifications) and their configurable scheduling options.		
TEC.4	USER & ADMIN ACCESS CONTROL		
TEC.4.1	The system shall be accessible through a secure website using the most up-to-date version of Google Chrome web browser with the capacity to handle backwards capability for two versions.		
	The system shall support a flexible role/permission structure, with access defined both by predefined roles (ranging	+	
TEC.4.2	from Administrator to Read Only) and customizable at the individual level. Roles shall serve as the foundation for assigning and managing individual permissions.		
TEC.4.3	The role structure shall be flexible enough to align with supervisor/supervisee relationships, while also allowing roles to function independently of departmental hierarchy, enabling some roles to span across supervisory groups.		
TEC.4.4	The system shall support single sign-on (SSO) utilizing Collin County's existing Microsoft Active Directory, either directly or via the County's SSO portal (e.g., Okta).		
TEC.4.5	Please describe how your system supports SSO integration and list all supported identity providers and authentication methods.		
TEC.4.6	External accounts will be authenticated by the county identity provider of choice and will include 2FA.		
	The system shall allow designated administrators within each user department to perform department-specific		
TEC.4.7	administrative tasks, including creating, editing, and deleting user profiles; assigning rights and roles; setting or		
	resetting passwords; managing value lists and code tables; and configuring screen layouts (e.g., adding or removing fields).		
TEO 10	The administrative interface shall also support the ability to add, modify, and delete reference fields and other		
TEC.4.8	configurable elements as needed.		
TEC.4.9	Changes made by one department shall not affect or change the user experience for other user departments.		
TEC.4.10	Authentications (user, outcome, and source IP), administrative changes, and account management auditing will have the ability to stream or be pulled via API to the county's SIEM.		
	Only the Super Administrator shall have the ability to permanently disable user accounts or hard delete records. All		
TEC.4.11	other users shall be limited to deactivating accounts or performing soft deletes, with full audit trails maintained for all		
	actions.		
TEC.5	SYSTEM SCALABILITY		
TEC.5.1	System shall accommodate 10 users.		
	Please describe the scalability of your system with respect to the maximum number of concurrent users supported.		
	Indicate which of the following ranges your solution can reliably accommodate:		
	• 1–50 • 51–100		
TEC.5.2	• 51–100   • 101–500		
. 20.0.2	• 501–1,000		
	• 1,001–2,000		
	• 2,001–5,000		
	• 5,001+		
	Describe your largest client implementation in terms of concurrent users, transaction volume, system performance		
TEC.5.3	under load, and any relevant infrastructure details (e.g., cloud resources, scaling approach, bandwidth capacity).		
	Does the system architecture support the use of load balancers (e.g., round robin, least connections, etc.) to distribute	+	
TEC.5.4	traffic across servers or services? Please describe the load balancing approach.		

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TEC.5.5	Please describe any known limitations or architectural constraints that may impact system performance, scalability, or the number of concurrent users during peak usage.		
TEC.5.6	Please describe how your system scales to accommodate increased usage.		
	What performance tuning or configuration options are available (e.g., caching, session management, database		
TEC.5.7	optimization) to increase the number of concurrent users supported by the system?		
TEC.5.8	Of all of your production sites, what is the largest number of users at one site?		
TEC.5.9	Of all of your production sites, what is the average number of users?		
TEC.6	REPORTING & OUTPUT MANAGEMENT		
TEC.6.1	Does your SaaS system allow for server-side configuration of templates used for printing or reporting?		
TEC.6.2	Describe how template customization is managed within your SaaS environment.		
TEC.7	DATA ACCESS, EXPORT, & INTEROPERABILITY		
TEC.7.1	What export and import file formats does your system support?		
TEC.7.2	Is all customer-specific data stored in the system accessible for query (via API or reporting tools) and export in standard		
120.7.2	formats? Please describe any restrictions.		
	Please specify the communication protocols and integration standards your system supports for data exchange and		
TEC.7.3	interoperability (e.g., HTTPS, REST API, SOAP, SFTP, Webhooks, XML, JSON). Indicate any legacy protocols supported, if applicable.		
TEC.8	SECURITY		
TEC.8.1			
TEC.8.1	The system shall have single sign-on (SSO) capability with commonly available identity providers.  List all of the methods of authentication your system supports (username/password, connected corporate directory,	I	
TEC.8.2	single sign-on, etc.)?		
TEC.8.3	Does your system support MFA? If yes list which methods are supported like internal MFA, 3rd party with Azure, and/or		
120.0.0	3rd party other.		
TEC.8.4	Does the client support the use of any external or third party security devices (RSA tokens, biometric, 2FA integrations, card readers, etc.) to validate the identity of the user?		
TEC.8.5	Can your system restrict access to the application based on source networks/source IPs?		
TEC.8.6	Is security configurable to allow single sign-on utilizing the county's existing Microsoft active directory?		
TEC.8.7	Does your solution integrate with Okta for single sign-on (SSO)?		
TEC.8.8	How are non-county accounts that will use the application managed?		
TEC.8.9	Do you provide the capability to geoblock access to the application?		
TEC.8.10	If internal users are used can the user create and change their password?		
TEC.8.11	If internal users are used can the county manage the password policy for those accounts. For example password		
TEC.8.11	complexity, password length, account lockout, expiration, etc.		
TEC.8.12	If no to TEC.8.11, what is the password policy for internal accounts? For example password complexity, password		
TE 0 0 10	length, account lockout, expiration, etc.		
TEC.8.13	Is the software fully integrated with Active Directory to allow for a single sign on in trusted domains?		
TEC.8.14	What security measures are taken to ensure that authenticated users are only transmitted information that they would normally have access to within the application when connecting through the business object layer and data layer using		
120.0.14	third party tools?		
TEC.8.15	At what levels can security be administered?		
TEC.8.16	Is the system capable of handling user groups that will limit access to specified modules?		
TEC.8.17	Does your system manage rights and roles with the county's active directory groups?		
TEC.8.18	Does your solution manage rights and roles with built-in groups or both?		
TEC.8.19	Can your solution nest county active directory groups inside of built-in groups?		
TEC.8.20	Does the software support role-based security?		
TEC.8.21	If yes to TEC.8.20, is it specified in the business object layer?		
TEC.8.22	Does the software support Microsoft .Net web role-based security to restrict access to specific pages and web folders?		
TEC.8.23	Are logins or other user activities logged in an audit table? Explain how logins are logged.		
TEC.8.24	Do you offer the capability to export your logs to the county's on-premise SIEM? If yes, list log types supported like		
TEC 9.25	authentication Logs, change Logs, traffic Logs, and/or other.		
TEC.8.25 TEC.8.26	Does the application support not sharing accounts?  Please explain the aspects of the application that are and are not PCI compliant with data security standards.		
TEC.8.26	How is database security handled?		
TEC.8.28	Are there any areas of the application with dynamic SQL?		
LIEC.Ö.ZÖ	Are there any areas of the application with dynamic sqc?		

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TEC.8.29	How does your security model protect against SQL injection?		
TEC.8.30	What data is transmitted to the client machine?		
TEC.8.31	Can client-side data be restricted?		
TEC.8.32	Is sensitive data transmitted and not visible on the client side or is sensitive data not transmitted from the server side?		
TEC.8.33	Does the application leave cookies on the client computer?		
TEC.8.34	If yes to TEC.8.33, does the cookie contain identity information to authenticate users or any other sensitive/confidential data?		
TEC.8.35	Does the application contain a workstation timeout function that will prohibit the client from accessing data after a specified amount of inactivity?		
TEC.8.36	If yes to TEC.8.35, what happens to any data that may have not been saved at the point the timeout?		
TEC.8.37	Is data in transit encrypted?		
TEC.8.38	If yes to TEC.8.37, what forms of encryption are supported? Please elaborate.		
TEC.8.39	Is data at rest encrypted?		
TEC.8.40	If yes to TEC.8.39, what forms of encryption are supported? Please elaborate.		
	Are there any hardware constraints embedded in the software related to the MAC address or other network-related		
TEC.8.41	constraints?		
TEC.8.42	Do you run a bug bounty program to identify vulnerabilities in your application?		
TEC.8.43	What is your breach notification policy for your customers if you suffer a cybersecurity breach?		
TEC.8.44	Explain your notification policy if a misconfiguration is identified that may have put your customer at risk (for example, exposing RDP to the internet).		
TEC.8.45	What is your notification policy if you determine the county has misconfigured your solution and put itself at risk?		
TEC.8.46	Who is responsible for providing notifications regarding system outages, and what is your expected timeframe for delivering these notifications?		
TEC.8.47	Who owns the county's data?		
TEC.8.48	Does your solution comply with the FedRAMP requirements?		
TEC.8.49	Can the county's data be stored in any other country besides the United States?		
TEC.8.50	If yes to TEC.8.49, what other countries may store the county's data?		
TEC.8.51	If yes to TEC.8.49, can Collin County restrict data storage to US locations only?		
TEC.8.52	Does your solution store any personally identifiable information, personal health data, payment card information (PII, PHI, or PCI data), or secure/confidential information?		
TEC.8.53	If yes to TEC.8.52, list what types of data are stored.		
TEC.8.54	How often does your company do cybersecurity audits from a third party?		
TEC.8.55	When was the last time your company did a cybersecurity audits from a third party?		
TEC.8.56	Do you do vulnerability scanning before a deployment of the system?		
TEC.8.57	If yes to TEC.8.56, please describe the process and the tools used.		
TEC.8.58 TEC.8.59	How do you back up the county's data, and how long do you keep the backups?		
	Can you export the backup to the county's data center for the county to back up?		
TEC.8.60	What is your record retention policy for the county's data?		
TEC.8.61	What is your data retention policy after the end of service? For example, do you securely remove all of our data at the end of service, and how long will you keep it?		
TEC.8.62	Does your SaaS solution rely on any third-party cloud-based services (e.g., APIs, data storage, analytics)? If so, please list and explain their roles.		
TEC.8.63	If your system is web enabled, please describe your security architecture (e.g., firewall, public key infrastructure, encryption).		
TEC.8.64	Is the security proxy-based or does it require specific security assignments?		
TEC.8.65	Are any changes to the security structure architecture being considered for future releases? If yes, explain.		
TEC.8.66	What other security features are provided?		
TEC.9	AUDIT & SESSION TRACKING		
TEC.9.1	The system shall track all changes to records, including the user, date, time, type of action, and the before/after state of the data.		
TEC.9.2	System shall have ability to see any users' session in real time.		
TEC.9.3	System shall display session history and have ability to print the history or export it to a file such as Excel.		
TEC.10	LANGUAGES		

TEC.10.1	What is the primary programming language used in writing the application?		
	What is the primary programming language used in writing the application?		
TEC.10.2	Are any other languages used?		
TEC.10.3	If your application uses Java, explain how it is used (e.g., backend services, applets, etc.).		
TEC.10.4	Describe how JavaScript is used within your application and what practices are in place to ensure performance, accessibility, and security.		
TEC.11	SOFTWARE DEVELOPMENT & CHANGE MANAGEMENT		
TEC.11.1	What development technique(s) are used?		
TEC.11.2	How is analysis done/recorded?		
TEC.11.3	How is change management performed?		
TEC.12	ISSUE MANAGEMENT (DEFECTS & ENHANCEMENTS)		
TEC.12.1	How are defects reported, investigated, and processed?		
TEC.12.2	How are enhancements requested, investigated, and processed?		
TEC.13	MAINTENANCE, RELEASE MANAGEMENT & VERSION CONTROL		
	The system shall include regular software maintenance and updates, including security patches, bug fixes, technological		
TEC.13.1	improvements, and product enhancements.		
	The contractor shall provide advance notice of updates and submit reports no less than monthly regarding the status		
TEC.13.2	and details of patching, upgrades, and hotfixes for both functional and security-related components.		
TEC.13.3	Detail your methodology for maintaining version control of the system in production (deployed).		
TEC.13.4	How many versions of the application are currently in production and under maintenance?		
TEC.13.5	What is your methodology for distribution of new releases?		
TEC.13.6	How is the application upgraded/updated with new releases?		
TEC.13.7	How often are upgrades/updates released to production?		
TEC.13.8	How are deployments handled during normal business hours for critical fix releases? Explain the process.		
TEC.13.6	INTERFACES & SYSTEM INTEGRATIONS		
	INTERFACES & STSTEM INTEGRATIONS		
TEC.14.1	Describe any existing framework your product may include to facilitate interfacing with other systems. (i.e. MUNIS, etc.)		
TEC.14.2	Does your system integrate with Tyler MUNIS?		
TEC.14.3	Would your system require any third party products? If so, please include licensing cost estimates in your proposal.		
TEC.14.4	What method does your system use to ensure data is successfully delivered to other systems?		
TEC.14.5	Please describe the existing system interfaces your application supports. Indicate whether each is real-time, batch, API-based, or file-based. Include details on data transfer frequency, error handling, and edit/business logic enforcement.		
TEC.15	DATA IMPORT & ONBOARDING		
TEC.15.1	If applicable, describe how your system handles the onboarding of structured spreadsheet data (e.g., CSV files) into your platform.		
TEC.15.2	Describe how your system enforces business rules and validation logic on data imported through conversions or bulk luploads.		
TEO 45 0	Contractor shall provide a process for importing any future legacy spreadsheets or physical inventory records if		
TEC.15.3	available.	 	
TEC.16	DISASTER RECOVERY & BUSINESS CONTINUITY		
	The vendor shall provide a documented Business Continuity Plan that outlines procedures for maintaining operations	 	
TEC.16.1	during service disruptions, including recovery time objectives (RTO), recovery point objectives (RPO), and continuity of operations planning.		
	The contractor shall provide disaster recovery and fail-over procedures, including response plans for processor failures,		
TEC.16.2	system crashes, and total system failures. These shall identify whether intervention is automated or manual, and include		
	immediate database restore procedures to recover system functionality.		
TEC.16.3	What is your system's Service Level Agreement (SLA) for uptime?		
TEC.16.4	What uptime guarantees do you offer, and what redundancy strategies are used?	 	
TEC.16.5	How are customers notified of service disruptions or planned outages?		
TEC.16.6	What performance monitoring is available to ensure uptime?		
TEC.17	SYSTEM AVAILABILITY, UPTIME, & MONITORING		
TEC.17.1	Provide a summary of your disaster recovery strategy, including how data is restored in case of regional failure or catastrophe.		
TEC.17.2	What are your system's Recovery Time Objective (RTO) and Recovery Point Objective (RPO)?		
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TEC.17.3	Do you perform regular disaster recovery drills, and is Collin County included?		
TEC.17.4	, ,		
	Are data backups encrypted, and what formats are supported?  PERFORMANCE		
1EC.18			
TEC.18.1	The system shall support an unlimited number of read-only users and maintain acceptable performance levels with a minimum of 300 concurrent active users performing read, write, and edit operations.		
TEC.18.2	What is the typical screen-to-screen navigation time under normal and peak usage?		
TEC.18.3	What data is cached, where is it cached, and what is the refresh policy?		
TEC.18.4	What is the typical response time to perform an asset or capital plan lookup during normal and peak usage?		
TEC.18.5	What internal or external monitoring and alerting tools are used to ensure application health and performance?		
TEC.18.6	Are performance metrics or uptime dashboards made available to customers?		
TEC.18.7	Can Collin County set up notifications or custom alerts for specific thresholds or failures?		
	USABILITY		
120.10	The system shall include a searchable, browsable, and context-sensitive online help system, with field-level assistance		
	explaining:		
TEC.19.1	System usage and data entry requirements		
	Business definitions and rules (e.g., cost/fee calculations)		
	Specific equations or logic relevant to each field or record		
TEC.19.2	Does the system provide pop-up and pull-down menus to allow table lookups on many fields?		
TEC.19.3	Does the system support lookup tables by providing selection lists for fields such as state, contract type, rates?		
TEC.19.4	Does the system provide a flexible display format that allows changes to be made to screens as new products are		
	introduced, new data fields are collected, etc.		
TEC.19.5	Does the system support user defined fields?		
TEC.19.5	Does the system provide multi-lingual support?		
TEC.20	CONFIGURATION MANAGEMENT		
TEC.20.1	Please explain your approach to managing changes and deploying to production.		
TEC.20.2	What client software might cause problems with your system?		
TEC.20.3	How are deployments handled in your system?		
TEC.20.4	Do you have an automated process?		
TEC.21	TESTING & ENVIRONMENT REQUIREMENTS		
TEC.21.1	The contractor shall provide both a test and production environment. The test environment shall be used to stage and validate all system changes, configurations, patches, and upgrades before they are applied to the production system.		
TEC.21.2	The production environment shall be secure, highly available, and stable for daily County use.		
	The test environment shall closely mirror the production setup and include the ability to validate changes without		
TEC.21.3	impacting live operations.		
	Please describe your testing approach, including processes for system testing, unit testing, and quality assurance.		
TEC.21.4	Additionally, outline the environments required to support code development, integration, and testing, including any		
	tools or infrastructure needed to facilitate these processes.		
TEC.21.5	Explain how you handle regression testing.		
TEC.21.6	What percentage of the application is covered in unit testing?		
TEC.21.7	How much of the unit testing is automated?		
TEC.21.8	Is an automated testing tool used? If so, what product and version?		
TEC.21.9	What is the testing process used? (etc. Beta/CTP?)		
TEC.21.10	What methods are used for load and stress testing?		
TEC.21.11	Please provide a sample of your test results.		
TEC.21.12	Do you have any documentation on manual testing?		
TEC.21.13	What is your ratio of developers to quality assurance engineers?		
TEC.21.14	Testing environment shall allow the County to thoroughly test all aspects of all applications.		
TEC.21.15	Contractor shall propose, develop, and execute a testing plan approved by the County.		
TEC.21.16	Contractor shall install, configure, test and make operational the contractor's system in the County/IT environment.		
TEC.21.17	Contractor shall provide system testing. This is a test for system operations, features, application integration, application testing, etc.		
TEC.21.18	Contractor shall provide sample system acceptance test plan for Collin County's review as a part of the RFP response.		

	As part of the Implementation Phase of the project, Collin County shall have a Parallel Test Period of 30-60 days prior			
TEC.21.19	to Go-Live implementation date of the new system			
TEC.21.20	Issues uncovered during the Parallel Test Period will be tracked and resolved prior to Go-Live implementation.			
TEC.21.21	Severity of Parallel Test Period issues may impact the Go-Live implementation date			
TEC.22	MOBILE DATA: OFFLINE ACCESS, SYNC, SECURITY & PERFORMANCE			
TEC.22.1	Does your mobile solution support offline access?			
TEC.22.2	How is data stored locally, and is there a limit to the amount of data that can be stored offline?			
TEC.22.3	How is data synchronized when the device reconnects?			
TEC.22.4	Is synchronization automatic or user-triggered?			
TEC.22.5	How are sync conflicts resolved when both local and cloud data have changed?			
TEC.22.6	How is offline data protected on the device (e.g., encryption, remote wipe)?			
TEC.22.7	What controls are in place to ensure data integrity and security before/after syncing?			
TEC.22.8	What limitations, if any, exist in offline mode?			
TEC.22.9	How is the user informed of sync status or errors?			
TEC.22.10	How is performance impacted during offline use and subsequent synchronization?			
TEC.23	TRAINING REQUIREMENTS, MATERIALS, & DOCUMENTATION			
TEC.23.1	All training shall be provided at no additional cost to Collin County.			
TEC.23.2	The contractor shall provide comprehensive training on all features and functions of the software system.			
TEC.23.3	Contractor shall develop and conduct training programs specifically designed for the system being installed, including			
TEC.23.3	system administration, diagnostics, reporting, and proactive management.			
TEC.23.4	Training shall include a description of the program (e.g., Train-the-Trainer approach, upgrade implementation/training, system administrator training, and end-user knowledge transfer)			
TEC.23.5	Contractor shall provide a separate environment to allow for training employees on the system.			
TEC.23.6	The contractor will provide detailed system documentation and training materials that describe all system administration functions.			
TEC.23.7	Provide and/or develop user manuals, procedural documentation, troubleshooting guides tailored to the implemented system			
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TEC 24	GO-LIVE SUPPORT REQUIREMENTS			
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TEC.24.1  TEC.25  TEC.25.1  TEC.25.2  TEC.25.3  TEC.25.4  TEC.25.5  TEC.25.6  TEC.25.7  TEC.26	The contractor shall provide on-site support during the Go-Live period. Sufficient personnel shall be made available (onsite or remote) to support all Go-Live activities and to respond to any issues arising during production deployment.  IMPLEMENTATION PLANNING & SETUP  The contractor shall lead all planning and implementation activities in coordination with County IT and Facilities, including installation, testing, documentation, and support.  The contractor shall assist with populating system, user, and application databases by providing necessary tools and support to ensure accurate integration with existing systems. All configurations shall be thoroughly tested with coordination from the County IT department.  The contractor shall meet with all relevant County departments and stakeholders (Facilities, IT, Budget, etc.) to gather information for the final database and system configuration. A final configuration plan shall be delivered, including system architecture, modules to be deployed, user roles, and integration points, aligned with an implementation schedule approved by the County.  Assist with implementation activities the week of Go-Live. The contractor shall supply enough personnel (remote or onsite at Collin County Offices) to cover go-live activities and be available in the event that issues arise during production implementation of the system.  The deployment of the system should be installed, operational, and completed no later than (6) months after contract is signed by both the contractor and Collin County  The contractor will detail an implementation plan to develop an asset inventory, a master maintenance plan, and a cost analysis for all buildings. The inventory collection includes geo-locating all assets on site, condition/age of the assets, creation of a preventative and long-term maintenance schedule/monitoring/recommendations, collection of warranty information if available, including suggested frequencies.  The contractor will identify opportunities to optimize system benefits.  FIT GA			

TEC.26.3	Each identified gap shall require an action plan to resolve the gap.			
TEC.27	MAINTENANCE & SUPPORT RESPONSE			
	s of this solicitation and the resulting agreement, the terms "Major Failure," "Minor Failure," and "Routine Failure' n Agreement for "Major Incident," "Minor Incident," and "Routine Incident," respectively. Collin County may also c			
	is or escalation procedures shall be interpreted in accordance with these definitions.	ategorize certai	i iow-iiipact sei	vice requests as routine incluents, as defined in the Agreement. Any reference to
	The contractor shall provide customer service and technical support, including help desk services, disaster recovery			
TEC.27.1	assistance, unlimited telephone and remote access support, and in-person support at Collin County's designated locations when necessary.			
TEC.27.2	Contractor shall provide documentation covering Warranty/Maintenance.			
TEC.27.3	Warranty service shall include Contractor response to system problems.			
TEC.27.4	Contractor will provide Collin County an escalation call list and shall keep the escalation call list updated as time passes.			
TEC.27.5	For any manual intervention such as hardware reboots, the contractor must notify and obtain approval from Collin County's designated IT Support Group.			
TEC.27.6	In the event that any emergency is not corrected by the Contractor within twelve (12) hours from receipt of notice, the Contractor shall correct the underlying service issue or deploy a patched version of the software within twenty-four (24) hours from receipt of the emergency.			
TEC.27.7	Response to Major Incidents shall not exceed four (4) hours.  A Major Incident is defined as 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.  Response Expectations: Contractor shall respond via telephone within two (2) hours of receiving the Support Request and will assign appropriate personnel to commence correction efforts. If unresolved within one (1) business day, the Contractor shall provide daily status reports until resolution.			
TEC.27.8	Response to Minor Incidents shall not exceed the next business day following the report.  A Minor Incident is defined as an Error that causes moderate restriction on the use or access to the Subscription Services but does not prevent use.  Response Expectations: Contractor shall respond within four (4) business hours and begin resolution. If unresolved within two (2) business days, daily status updates shall be provided.			
TEC.27.9	If a request for service does not meet the criteria for a Major Incident, it shall be initially classified as a Minor Incident unless otherwise determined by mutual agreement. Classification may be adjusted by Collin County or the Contractor based on the impact and urgency of the issue.			
TEC.27.10	Routine Incidents: A Routine Incident is defined as an Error that has a slight restriction on the use or access to the Subscription Services, allowing business operations to continue with minimal disruption. Response Expectations: Contractor shall respond within two (2) business days and work toward resolution in accordance with standard correction practices. Status reports shall be provided every five (5) business days if unresolved beyond ten (10) business days.			

# SUBSCRIPTION AGREEMENT

This SI	J <b>BSCRIP</b> T	TION AGRI	EEMENT (this	s "Agreement") i	s made effec	ctive as of	[],
20[] (the '	'Effective	<i>Date</i> "), by	and between	COLLIN COU	JNTY GOV	VERNMENT	("Collin
County"), and		], [a/an]	[]	(" <i>VENDOR</i> ").	VENDOR	and Collin C	ounty are
individually a "	Party" and	collectively	the "Parties."				

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

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

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

- 1.9 "*Operating Hours*" means the operating hours as identified by the Director and is subject to change by such director upon 30 days prior notice to VENDOR.
- 1.10 "*Routine Incident*" means an Error that has a slight restriction on the use of, or access to, the Subscription Services, resulting in the ability to continue to use or access the Subscription Services as required or intended.
- 1.11 "*Resources*" means any and all hardware and software necessary to provide the Subscription Services, including servers owned and/or controlled by VENDOR.
- 1.12 "Support" means VENDOR's being available to (i) answer questions from, and provide general advice to, Collin County concerning the Subscription Services and (ii) receive reports from Collin County of possible Errors concerning the Subscription Services and using best efforts to correct such actual Errors.
  - 1.13 "*Third Party*" means a person or entity that is not a Party.

# 2. **Subscription Services.**

- 2.1 Access and Use. VENDOR grants to Collin County a limited, non-exclusive, and non-transferable license to access and use the-Subscription Services for the Term. Subject to Collin County's obligations herein, VENDOR shall be solely responsible for the operation and maintenance 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 <u>Collin County Hardware</u>. 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 ninety (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 industry best practices. VENDOR shall not provide or use the Collin County Data for corporate gain, statistical use, or provide the Collin County Data to any other organization or person without the Consent of the Director.
- 3.2 Access by Collin County. Collin County shall have ability to access and retrieve the Collin County Data at any time. In addition and at no cost to Collin County, VENDOR shall make available to Collin County the use of SFTP (or secure 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 Director and/or CIO will contact VENDOR during any emergency or time sensitive event, as determined in Collin County's sole discretion, in order to access and retrieve the Collin County Data;
- (b) VENDOR shall immediately contact the Director and the CIO in the event VENDOR believes that an emergency with respect to the Collin County Data has occurred and or may occur;
- (c) In the event of an emergency or time sensitive situation, as determined in Collin County's sole discretion, VENDOR shall make available to Collin County the use of SFTP (or secure 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. Notwithstanding any provision to the contrary, if records shall be the property of Collin County. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five (5) years with the following qualification: If any audit, litigation or claim is started before the expiration of the five (5) year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after Collin County has made the final Payment in accordance with this Agreement. At the end of the five (5) year period, VENDOR will request disposition instructions from Collin County.
- 3.4 <u>Return.</u> 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 SFTP (secure file transfer portal) sixty (60) days prior to the termination date of this Agreement;
- (b) All Collin County Data shall be provided back in delimited file format or other mutually agreed upon format;
- (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 <u>Data Breach</u>. If VENDOR experiences a data breach or unauthorized access to the Collin County Data, VENDOR will immediately notify the Director and the CIO. Within two weeks of such breach, detail notification is required and shall include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by VENDOR. Unless Collin County or its affiliates is directly responsible for such breach, VENDOR shall be solely responsible for all expenses related to any data breach or unauthorized access to the Collin County data and shall be by liable for all damages, fines, to include litigation cost. Except as set forth above, Collin County shall not be

responsible for any expense associated with data breaches or unauthorized access while the Collin County Data is residing in VENDOR cloud services.

3.6 <u>Data Storage and Location of Backups</u>. All Collin County Data (including copies, backups, and data in the cloud) shall be stored within the State of Texas unless otherwise mutually agreed upon in writing by the Vendor and Collin County's Director and CIO.

Backups of Collin County Data shall be managed in accordance with the Vendor's documented backup and disaster recovery policies. If the Vendor uses a third-party provider for backup storage or replication services, the Vendor shall disclose the provider to Collin County and obtain written approval prior to implementation. Should the Vendor propose to change the third-party provider after implementation, the Vendor shall notify Collin County in writing and obtain prior approval for the change.

The Vendor shall ensure that any storage or backup solution used complies with applicable state and federal laws and provides for data confidentiality, integrity, and availability. All backup and recovery procedures must be clearly documented and made available to Collin County upon request.

3.7 <u>Disaster Recovery.</u> VENDOR shall provide required disaster recovery and business continuity plans to the Director and the CIO, which plans must be agreed upon and plans must meet government requirements. These plans shall outline the strategies, procedures, and resources the Vendor will use to maintain service availability and protect Collin County Data during and after disruptive events, including natural disasters, cyber incidents, or service outages.

These plans shall complement the backup and storage protocols described in Section 3.6 and must meet applicable state and federal government requirements for data security, continuity of operations, and recovery time objectives (RTO) and recovery point objectives (RPO).

# 4. Support.

- 4.1 <u>Upgrades</u>. VENDOR shall provide regular upgrades to the Subscription Services and shall schedule each such upgrade in advance with Collin County.
- 4.2 <u>Help Desk</u>. VENDOR shall be available by telephone to provide Support to Collin County on a 24/7 basis.
- 4.3 <u>Support Requests</u>. 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 <u>Response Times</u>. 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) <u>Major Error</u>. VENDOR shall (i) respond to Collin County by telephone within two (2) hours (on a twenty-four (24) hours, seven (7) 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 (1) business day following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

- (b) <u>Minor Error</u>. VENDOR shall (i) respond to Collin County by telephone within four (4) 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 (2) business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.
- (c) <u>Routine Error.</u> VENDOR shall respond to Collin County by telephone within two (2) 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 (10) business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each five (5) business days thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

# 5. <u>Service Levels.</u>

- 5.1 <u>Description</u>. VENDOR shall comply with the following service levels (the "Service Levels"):
- (a) VENDOR shall cause the Subscription Services to be available 99.999% of the time during Operating Hours as measured on a rolling thirty (30) day period 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 one (1) week in advance, the Director and the CIO for all scheduled outages. All scheduled outage notification must include the start and completion dates, time, impact, risk, back out plan of the schedule outages, and any technology updates that impact (or will impact) Collin County at any time. VENDOR shall notify the Director and the CIO of all unscheduled outages immediately when such outage occurs. VENDOR will provided the Director and the CIO within two hours the details of the unscheduled outages, to include, impact to the County and resolution. VENDOR shall use commercially reasonable efforts to avoid unscheduled outages.
- (d) VENDOR will provide the proper infrastructure and other Resources and security to properly maintain access to Collin County Data and the Subscription Services.
- 6. <u>Fees.</u> Collin County shall pay VENDOR the amounts set forth in <u>Schedule 1</u> (the "*Fees*") in accordance with the payment terms and conditions contained therein. Payments will be made in accordance with Government Code Sec. 2251.021 Time for Payment by Governmental Entity. To the extent <u>Schedule 1</u> 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 <u>Use and Disclosure</u>. 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 <u>Degree of Care and Ownership.</u> 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 <u>Remedies</u>. A breach of this <u>Section 7</u> 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. <u>Audits.</u> The Director and the CIO reserve the right to request third-party audits and/or certifications related to infrastructure and security, including penetration testing and vulnerability assessments, of the Subscription Services. All reports from these audits will be provided to Collin County. Collin County, or a Third Party provider selected by Collin County, has a right to perform an onsite inspection of VENDOR's cloud, infrastructure, and security practices on a specified basis. Collin County has the right to review the Resources and security specifications in written format. Collin County has the right to audit the performance records of the Subscription Services, as well as access to daily and weekly service quality statistics.
- 9. <u>Indemnification</u>. To the fullest extent allowed by law, 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 third party 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 <u>Term.</u> This Agreement shall be effective for an initial term beginning on the Effective Date and ending at 12:01 a.m. on the **first** anniversary of the Effective Date (the "*Initial Term*"). Upon expiration of the Initial Term, this Agreement shall automatically renew for subsequent terms of one year each (each a "*Renewal Term*"), at Collin County's sole discretion.
- 10.2 <u>Termination</u>. 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 thirty (30) days following receipt of written notice from the non-breaching Party of such breach. Notwithstanding the foregoing thirty (30) day cure period, Collin County may immediately terminate this Agreement by giving written notice to VENDOR if VENDOR breaches <u>Section 7</u>.

## 11. General.

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.

- 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 <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 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) 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, 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.

Notice to Collin County:
Purchasing Department
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071

Collin County Administrator Yoon Kim 2300 Bloomdale Road, Suite 4192 McKinney, Texas 75071

Notice to VENDOR:

- 11.5 <u>Governing Law.</u> 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. Venue for any dispute between the Parties shall be in a Court in Collin County, Texas.
- 11.6 <u>Entire Agreement.</u> 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 shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County

- 11.7 <u>Interpretation.</u> 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 <u>Survival.</u> This Section 11 and Sections 1, 3, and 7 through 9 shall survive termination of this Agreement.
- 11.9 <u>Expenses for Enforcement.</u> In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
- 11.10 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.
- 11.11 <u>Insurance.</u> VENDOR agrees to maintain commercial insurance in such coverVAges and amounts as set forth in the original bid packet. VENDOR shall provide proof of insurance to Collin County within a reasonable time following a request.

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

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

<u>VENDOR</u> :
[], [a/an] []
By:
Name:
Title:
Address:
Facsimile:
Attention: Attention:
COLLIN COUNTY:
COLLIN COUNTY GOVERNMENT
COLLIN COOM I GOVERNMENT
By:
Name:
Title:
Address:
Facsimile: [] Attention: []
Auchuon.

Schedule 1

Fees

[To be provided]



# **Collin County - In Scope Building List**

Building Name and Address	Year Built	Square Footage
Administration Building	2009	94,101
2300 Bloomdale Rd	2009	94,101
Mckinney TX 75071		
Authoral Challen	2005	40.070
Animal Shelter 4750 Community Ave	2006	10,079
Mckinney TX 75071		
,		
Collin County Courthouse		
2100 Bloomdale Rd		
Mckinney TX 75071 Phase I	2007	298,000
Phase II	2012	210,970
Central Plant	1994	26,564
4600 Community Ave Mckinney TX 75071		
Garage Shops Added	2007	4,800
Healthcare Annex	1960's	46812
825 North Mcdonald St		
Mckinney TX 75069		
JJAEP	2011	47,000
4690 Community Ave		,
Mckinney TX 75071		
Justice Center	1994	EQD 000
4300 Community Avenue	1994	590,000
Mckinney Texas 75071		
JP Lavon Precinct 2	2022	8000
1025 South State HighWay 78		
Lavon TX 75166		
Juvenile Detention	1998	54,908
4700 Community Ave	1550	34,300
Mckinney Texas 75071		
Cluster #1	2007	
Medical Examiners	1988	9509
700-B Wilmeth Rd	<u>1500</u>	<u>5505</u>
Mckinney TX 75069		
Addition	2006	
Minimum Cocurity	2002	46.22
Minimum Security	2002	46,337
4800 Community Ave Mckinney TX 75071		
900 Park Plaza	1986	40626
900 East Park		
Plano TX 75074		
920 Park Plaza Sub-Courthouse	1986	27200
920 East Park		
Plano TX 75074		
Collin County History Barrery	***	=2
Collin County History Museum 300 E Virgina St	1911	7609
Mckinney TX 75069		
. ,,		
Public Works		
700-A Wilmeth Rd		
Mckinney TX 75069	***	24 ===
Service Center	1987	21,700
Redbarn Shop	1990 2004	5,000 1,440

Heath Care 2026	94,000*
Medical Examiners 2026	20,000*
Animal Shelter 2026	10,000*

## Attachment H - Cost Proposal Worksheet

## 2025-082 Asset Management and Capital Planning Software System

Cost Proposal Response - Respondents must provide a detailed cost proposal for all costs associated with an Asset Management and Capital Planning Software System.

The cost proposal should clearly outline, at minimum, but not limited to, the following line items:

Line Item	Description	<u>Qty</u>	<u>UoM</u>	Unit Cost	Ext. Cost	
1	Implementation Deliverables	1	Lump-Sum		\$	-
	Breakdown of services and deliverables included in the Implementation support cost: (setup, customization, training)					
2	Facility Condition Assessment	1	Lump-Sum		\$	-
			1	Г		
4	Annual Software License/Subscription Fee (breakdown by module/functionality if required)			TOTAL	\$	-
	Year 1	1	Lump-Sum		\$	-
	Year 2	1	Lump-Sum		\$	-
	Year 3	1	Lump-Sum		\$	-
	Year 4 - First Renewal	1	Lump-Sum		\$	-
	Year 5 - Second Renewal	1	Lump-Sum		\$	-
	Other Costs - (e.g., indirect licensing costs, multiple devices costs, hourly					
3	consulting, not to exceed travel) Breakdown of costs is requested. Please	1	Lump-Sum		\$	_
•	add an additional sheet, if necessary.	-	Lamp sam		Ť	
	add an additional street, if freeessary.					
5	Post Go-Live Support (annual)			TOTAL	\$	-
	Year 1	1	Lump-Sum		\$	-
	Year 2	1	Lump-Sum		\$	-
	Year 3	1	Lump-Sum		\$	-
	Year 4 - First Renewal	1	Lump-Sum		\$	-
	Year 5 - Second Renewal	1	Lump-Sum		\$	-
			1			_
5	Data Storage - Unlimited GB (annual)			TOTAL	\$	-
	Year 1	1	Lump-Sum		\$	-
	Year 2	1	Lump-Sum		\$	-
	Year 3	1	Lump-Sum		\$	-
	Year 4 - First Renewal	1	Lump-Sum		\$	-
	Year 5 - Second Renewal	1	Lump-Sum		\$	-
	Breakdown of costs per GB if NOT unlimited storage (e.g. 0-1000 GB, etc.)					
	Additional modules or value added-ons (optional features priced					_
6	separately)		Each		\$	_
8	Usage-based fees (e.g., per user, per transaction)		Each		\$	-
				PROPOSAL TOTAL	\$	_
						_
	Annual % Escalator (Not to exceed % for year 6 and beyond)		Percent			

**NOTE:** Collin County reserves the right to negotiate final pricing based on the scope of work and selected proposal.