

County Information Resources Agency (CIRA)

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Request for Proposal

System Design Services for a Comprehensive, Integrated Justice Information Management System for Texas Counties

TABLE OF CONTENTS

1. INTRODUCTION	5
1.1. BACKGROUND	6
1.2. PURPOSE OF THIS SOLICITATION	7
1.3. FUNCTIONAL SCOPE.....	8
1.4. SCOPE OF SERVICES AND PROJECT DELIVERABLES.....	10
1.4.1. Additional Deliverable Information	12
1.5. PROCUREMENT PROPOSED TIMELINE.....	14
1.6. WRITTEN QUESTIONS AND ANSWERS	15
1.7. VENDOR PRE-PROPOSAL CONFERENCE	15
1.8. CIRA’S RIGHTS AND ADDITIONAL RULES PERTAINING TO THE RFP PROCESS.....	15
1.8.1. Prime Vendor and Subcontractors	16
1.8.2. Proposal Preparation Costs.....	17
1.8.3. Confidentiality of Information.....	17
1.8.4. Vendor Contact	17
2. PROPOSAL SUBMISSION INSTRUCTIONS	17
2.1. SUBMISSION REQUIREMENTS.....	17
2.1.1. Delivery Instructions.....	17
2.1.2. Proposal Specifications.....	18
2.1.3. Proposal Submission Checklist	18
2.2. PROPOSAL CONTENT AND FORMAT	19
2.2.1. Title Page	19
2.2.2. Transmittal Letter.....	19
2.2.3. Table of Contents	19
2.2.4. Executive Summary	19
2.2.5. Project Proposal	20
2.2.6. Company Profile	20
2.2.7. Qualifications of Proposed Project Personnel.....	20
2.2.8. List of Exceptions to the RFP.....	21
2.2.9. Staffing Plan.....	21
2.2.10. References	21
2.2.11. Costs and Terms.....	21
3. PROJECT ORGANIZATION.....	22
4. ALTERNATIVE PROPOSAL OPTIONS.....	23
5. PROPOSAL EVALUATION AND SELECTION.....	23
5.1. EVALUATION PROCESS	23
5.1.1. Administrative Compliance	23
5.1.2. Detailed Evaluation.....	24
5.1.3. Best and Final Offers / Contract Negotiation	24
5.2. EVALUATION CRITERIA	25
5.2.1. Respondent’s Qualification and Experience	25
5.2.2. Project Approach, Schedule and Design Methodology.....	25
5.2.3. Project Costs	25

5.3.	NOTICE OF SELECTED VENDOR.....	26
6.	TERMS AND CONDITIONS.....	26
6.1.	GENERAL	26
6.1.1.	<i>RFP Review</i>	26
6.1.2.	<i>Agreement Specification</i>	27
6.1.3.	<i>Right of Refusal</i>	27
6.1.4.	<i>RFP Provision Modifications</i>	27
6.1.5.	<i>Withdrawal of Proposal</i>	27
6.1.6.	<i>Timeline for Valid Proposals</i>	27
6.1.7.	<i>Failure to Comply</i>	27
6.1.8.	<i>Overcharge Provision</i>	28
6.1.9.	<i>Property of CIRA</i>	28
6.2.	ALTERNATIVE PROPOSALS.....	28
6.3.	PROPOSING ENTITIES	28
6.4.	REJECTION OF PROPOSALS	28
6.5.	COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS.....	29
6.6.	COMMENCEMENT OF WORK	29
6.7.	TIME OF THE ESSENCE	29
6.8.	DEFAULT	29
6.9.	FORCE MAJEURE.....	30
6.10.	TERMINATION	30
6.10.1.	<i>Convenience</i>	30
6.10.2.	<i>Cause</i>	30
6.10.3.	<i>Liability</i>	30
6.11.	GOVERNING LAW	30
6.12.	AGREEMENT AMENDMENTS	31
6.13.	INDEPENDENT CONTRACTOR STATUS	31
6.14.	RIGHT TO AUDIT.....	31
6.15.	OBSERVANCE OF CIRA' RULES AND REGULATIONS.....	31
6.16.	NON-DISCLOSURE	31
6.17.	PUBLICITY	32
6.18.	SEVERABILITY	32
6.19.	PRESENTMENT OF CLAIMS	32
6.20.	ACCEPTANCE OF PRODUCTS AND SERVICES	32
6.21.	CONFIDENTIALITY OF INFORMATION	32
6.22.	INSURANCE	33
6.23.	SECURITY FOR AWARDED VENDOR'S PERFORMANCE	33
6.24.	NON-DISCRIMINATION POLICY	34
6.25.	STANDARDS.....	34
6.26.	DELEGATION OF DUTIES	34
6.27.	CONFLICT OF INTEREST	35
6.28.	ASSIGNMENT BY THE AWARDED VENDOR	35
6.29.	DISCLOSURE OF LITIGATION	35
6.29.1.	<i>Disclosure</i>	35
6.29.2.	<i>Assurances</i>	36
6.29.3.	<i>Failure to Comply</i>	36
6.30.	INDEMNITY	36
6.30.1.	<i>Intellectual Property Infringement Indemnity</i>	36
6.30.2.	<i>Other Indemnities</i>	37
6.31.	OWNERSHIP OF WORK PRODUCTS	38
6.32.	PERSONNEL.....	38
6.32.1.	<i>Key Personnel</i>	38
6.32.2.	<i>Replacement of Personnel at CIRA' Request</i>	39
6.32.3.	<i>Unauthorized Removal of Key Personnel</i>	39

6.33.	FUNDING OUT CLAUSE	39
6.34.	CONTRACT MODIFICATIONS AND CHANGE ORDERS	39
6.35.	OTHER REPRESENTATIONS AND WARRANTIES	40
6.36.	CIRA EXCULPATION	41
6.37.	NEWS RELEASES.....	41
6.38.	SURVIVAL	41
6.39.	RESPONSIBILITY FOR CIRA PROPERTY	41
7.	APPENDIX A: COMPLIANCE WITH TERMS AND CONDITIONS	43

1. Introduction

The County Information Resources Agency (CIRA) is undertaking a project to acquire a comprehensive, integrated justice information management system (CIJIMS) to manage the civil and criminal information collected and maintained by its member counties in Texas (the project).

The Project will be divided into two phases: a Requirements Phase (Phase I) and a Software Development Phase (Phase II). This Request for Proposal (RFP) will serve for Phase I only, as enumerated in the deliverables below. The Awarded Vendor in Phase I of the CIJIMS project will be allowed to participate in Phase II of the Software Development Solicitation Process, if and when CIRA and its Members choose to proceed to Phase II.

CIRA is a governmental entity created by interlocal agreement and administered by the Texas Association of Counties headquartered in Austin Texas. The purpose of CIRA is to provide central, cooperative and coordinated assistance and services to Texas Member Counties in all matters relating to information resources and technologies in order to increase efficiencies and improve the quality, reliability and interoperability of their information resources, technologies and services. Currently there are 236 counties in Texas that are members of CIRA.

Over the last year, CIRA and participating counties have engaged in an effort to evaluate options for the cooperative development of a software application that encompasses the requirements established by the Criminal and Civil Justice System in Texas. The effort included the creation of a proposed framework & model for the development and delivery of the application approved by the Board of Directors, the completion of a Feasibility Study to evaluate various options and risks associated with the project and the solicitation for funding from participating CIRA counties. Currently there are over fifty (50) member counties of CIRA that have resolved to participate in the program.

In October 2008, the CIRA Board of Directors approved the next step in the process to create a Request for Proposals (RFP) soliciting vendors for the development of the application framework and functional requirements. The Comprehensive, Integrated Justice Information Management System (CIJIMS) is intended to be an open architecture, integrated software application that will meet the criminal and civil justice requirements of counties in Texas represented by CIRA. This application will automate the collection, maintenance and sharing of justice information within a county and between participating counties in addition to providing information exchange with other county, state and federal entities not associated with the software project. In addition, the CIJIMS application will provide a framework for standardization of best practices for member counties and create a vehicle for extending development of new applications by 3rd party software developers to CIRA member counties. Leveraging new and emerging technologies in the marketplace, CIRA proposes to offer the CIJIMS application in both a Hosted and Non-Hosted environment and it will be made available to all member counties in Texas.

1.1. Background

Texas counties need a comprehensive integrated information management system that supports the entire lifecycle of justice information and automates the efficient collection, maintenance and sharing of data. Counties also need the ability to contain the rising technology costs associated with this type of system while creating the proper controls to modify the system to meet the needs of the specific county. Additionally, the implementation and maintenance costs associated with many off the shelf applications have become cost prohibitive for many smaller counties represented by CIRA. In fact, there are counties represented by the CIRA membership who do not maintain an IT staff and therefore are disadvantaged with respect to being able to maintain complex applications in-house.

For an individual county to systematically create a comprehensive application in-house that addresses the needs of integration for the Criminal and Civil Justice Systems it would require both a resource intensive and cost prohibitive effort. By creating a framework for the cooperative development of such an application, counties can share the cost of the development and maintenance while creating controls to reduce their ever increasing software maintenance budgets and related capital expenditures. Furthermore, by adhering to a Standards Based, Open Architectural Model, participating counties will benefit from innovative and cost effective applications provided by 3rd party application developers. Creating a non-proprietary and standards based platform for the delivery of the CIJIMS application will encourage competition among these 3rd party software companies interested in providing applications to member counties while reducing the overall costs to the individual county.

For those counties in the CIRA membership that lack the appropriate resources to maintain and support a complex application such as CIJIMS, hosting the application regionally through a CIRA data center or with a partnering county will make CIJIMS accessible by all counties in Texas regardless of population and technology resources. The smaller participant counties will benefit from the cooperative updates, maintenance and support of the application by all counties in the cooperative. In addition, creating a standardized best practices approach to the business processes involved in the justice system will lay a foundation for more efficient operations and reduced overhead by minimizing and eliminating redundant and time consuming tasks.

There are several commercial off the shelf (OTS) applications available today to counties provided by competing software vendors. However these systems simply lack the necessary integration and open architecture to create an efficient and cost effective model that can be uniformly supported by counties in the CIRA membership. These systems are typically proprietary with legacy database technologies and once a county has selected a software vendor to provide Justice Application Services, it is generally cost prohibitive to migrate from one platform to another. This factor increases the dependency of the specific county to the selected software vendor and creates a model that lacks competition and which normally results in increased cost to the county over time observing the Total Cost of Ownership (TCO) Model. In addition, counties are faced with aging hardware and software technologies that require costly upgrades and revised maintenance contracts.

Justice Information that is managed by an integrated software application may be appended, modified, deleted, expunged, stored and/or retrieved throughout the lifecycle of the data. This information is shared between departments within Counties as well as with state and federal agencies. There is an expediency requirement for data exchange between agencies; however the flow of information between agencies is often impaired by disparate systems and processes with current OTS applications. Currently, efforts are underway to streamline data exchanges between agencies by creating data exchange standards and utilizing new technology to facilitate these exchanges (GJXDM, NIEM, JIEM, TJIEM). The information captured must be normalized to preserve the integrity of the overall database system and provide for adequate rule enforcement for the management of the data.

There are certain elements of the Justice Information Model regulated by legislative and judicial requirements by the State. However, how the information is processed and shared between departments within a county or between agencies may follow different processes depending on the county. For example, smaller counties may use paper forms and files to manage offenders while larger counties may manage their records electronically. Furthermore, there are no specific standards between counties as to the method and format for capturing offender information or who is required to input the information. In one particular county that maintains a jail operation center, offender information is presented to a deputy on a paper form that is subsequently input into an informational database. Because this particular county does not have an integrated justice management system, the information that is created on one system must be manually transferred to a second database system in order to share the offender information between departments such as the District Clerk, District Attorney and Court Administration. In this scenario, Jail Operations must maintain the integrity and accuracy of the information on two (2) disparate systems which increases cause for error and creates inefficient business processes that ultimately result in higher costs for a county.

In 2003, the Texas Conference of Urban Counties (CUC) issued an RFP to identify a vendor to develop the requirements for a similar software application. The CUC which is comprised of the more populated counties in Texas created a cooperative effort between thirteen (13) participant counties and proceeded to select a vendor to analyze functional requirements and processes for the program. Although the CUC elected to “Buy” an OTS software application as an alternative solution rather than “Build”, the results of the process was a comprehensive set of Common Requirements and Use Cases created from various workshops with Subject Matter Experts in different counties.

The Common Master Requirements Document along with additional supporting documentation for the project will be provided to the respondents of this RFP following the execution of a Non-Disclosure Agreement with the specific vendor.

1.2. Purpose of This Solicitation

This RFP is being issued by CIRA to acquire services from a vendor to document and create a comprehensive set of functional and non-functional requirements and provide a detailed scope of work to develop and implement the CIJIMS application. The actual

development and implementation of the CIJIMS is planned be completed in a later project phase that is beyond the scope of this RFP.

The primary objectives of this project phase are to develop a common set of master requirements relative to the participant counties represented by CIRA and to create a comprehensive Scope of Work that can be used to develop and implement the CIJIMS software application in a subsequent project phase. The documentation and validation delivered in this phase of the project will be used to determine the overall cost of development of the CIJIMS software and will be the basis for vendor solicitation in the Software Development Phase.

The vision of the CIJIMS application is to create a cost effective alternative to Off the Shelf (OTS) applications currently available in the marketplace that will better serve the needs of counties represented by CIRA. The solution should be fully integrated to allow for an automatic electronic exchange (paperless) of data between departments and functional responsibilities. A standard data model would be implemented that would correlate with best practice business processes that would be standardized between participant counties. Based upon new and emerging technologies, the system would reduce errors and provide flexible access to information.

Because smaller counties many times lack the necessary infrastructure and resources to manage complex applications, the CIJIMS application will provide these counties a hosted option with minimum infrastructure requirements. The CIJIMS application must be simple to navigate and edit and simple to administer and deploy.

Based upon an open architecture, CIRA counties will encourage and promote competition between 3rd party application developers to provide extensions that solve business challenges for counties. The proposed system should provide process improvement solutions such as Imaging, Ad Hoc Reporting, Flow Through Data Exchanges between departments, and open system access from a wide range of devices.

In addition, an open system allows counties to create value added application extensions in-house that can be shared between member counties. Cooperatively sharing resources and the collective knowledgebase of the participating counties, CIRA will be better positioned to control both costs and functionality by creating a CIJIMS standard framework and application.

1.3. Functional Scope

The CIJIMS functional scope must provide a comprehensive process review and recommendation for all civil and criminal justice activities or a subset of these activities that are relevant for the counties represented by CIRA. Functional areas within this process include, but are not limited to, the following:

- 1) Incident and investigation including incident-based reporting and uniform crime reporting
- 2) Arrest and identification (including video mugging interface and biometric interface (live scan, etc.)

- 3) Ticketing (including traffic citations)
- 4) Code Enforcement
- 5) Detention and incarceration from book-in to book-out (including inmate tracking and jail medical operations)
- 6) Prosecution Case Management
- 7) Pre/Post Trial Supervision
- 8) Probation
- 9) Bond Process
- 10) Grand Jury
- 11) Case Intake and Management
- 12) Court Case Proceeding
- 13) Case Disposition and Sentencing
- 14) Fines/Fee Processing – collection & disbursement/assessment through distribution (including credit/debit cards, eChecks for Internal and Point-of-Sale)
- 15) Hot Checks
- 16) Delinquent Fee Collection (including interfacing to collection agencies)
- 17) Trust Accounting (Proceeds and Management)
- 18) Document Generation and Management
- 19) Records Management including the accommodation of a variety of media: electronic imaging, microfilm, microfiche, etc.)
- 20) Folder Tracking
- 21) Scheduling
- 22) Property/Evidence Management
- 23) Warrant Management
- 24) Failure to Appear (including interfacing to Omni System)
- 25) Child Support Services
- 26) Victim/Witness Information Management
- 27) Jury Management
- 28) Justice Administration
- 29) Supporting Systems
 - a) Automated Fingerprint Information System (AFIS)
 - b) Computer Aided Dispatch (CAD)
 - c) Online Offense Reporting (OLO)
 - d) Geographic Information System (GIS)
 - e) Electronic Arrest Reporting (EAR)
 - f) Electronic Disposition Reporting (EDR)
 - g) District Courts
 - h) Statutory County Court
 - i) Constitutional County Court
 - j) District Clerk
 - k) District Attorney
 - l) County Clerk
 - m) County Attorney
 - n) Justice of the Peace Court
 - o) Treasurer
 - p) Sheriff
 - q) Constables
 - r) Medical Examiner
 - s) Crime Laboratory
 - t) Fire Marshall

- u) Juvenile Probation
- v) Pre-Trial Service Agencies
- w) Indigent Defense Services
- x) Mental Health Services
- y) Office of Court Services
- z) Community Services and Corrections Agencies
- aa) Treatment Providers
- bb) County Auditor
- cc) Homeland Security
- dd) Inmate Healthcare Services
- ee) Public Defender

Additionally, the CIJIMS must provide the ability to interface/interact with a number of external entities including:

- o Participating State Agencies
- o Participating Counties/Municipalities
- o Private Sector Agencies

1.4. Scope of Services and Project Deliverables

The Awarded Vendor will be responsible for defining a set of common requirements for CIRA member counties and creating a high-level conceptual design and plan for the new CIJIMS application. The CIRA Board or its designees will provide decision support and direction to the awarded vendor through a gate process during the project. Each gate in the project development process represents a milestone or decision point that will require feedback from CIRA. Milestones must be clearly identified in the timeline and task description in the project plan for the proposal.

A set of Common Master Requirements and supporting documentation resulting from the CUC project deliverables will be provided to the Awarded Vendor as referenced in the Background section 1.1. The vendor will be required to analyze these documents, conduct interviews and/workshops (or other method) with Subject Matter Experts (SMEs) and produce a revised set of Core Common Requirements applicable to the counties represented by CIRA. The revised set of Common Requirements may be a subset of the existing Common Requirements provided or reflect additional requirements identified by the process.

The Awarded Vendor will be responsible for conducting and documenting the necessary workshops and discussions with the approved SMEs representing both a cross-section of CIRA counties and the leadership of county official organizations affiliated with the Texas Association of Counties. The names of Specific Counties and Participant SMEs will be provided to the awarded vendor however only general information will be provided at the Pre-Proposal Vendor Conference for Respondent budgeting purposes. It is the responsibility of the Respondent to identify and propose a strategy to validate the

Common Core Requirements with SMEs and provide the necessary budget to conduct the workshop and interviews as required by this RFP.

The Awarded Vendor will be required to produce the Revised Common Master Requirement Document in a format that can be understood and evaluated by CIRA as well as a format that can be used to solicit the development of software. CIRA recognizes that there are various software development toolsets in the industry that can be used to define the scope of work and functional requirements of a new software project. For the purposes of the scope of the CIJIMS project, respondents may propose the use of industry based toolsets to fulfill the requirements of the scope of work however it will be the responsibility of the awarded vendor to provide the necessary training to the CIRA Board or Designees to educate the team on the proposed toolset and delivering the information required in a format that can readily be understood by the CIRA Board or Designees.

The proposed deliverables for the CIJIMS project are enumerated as follows. These deliverables are a suggested set of minimum deliverables for the project:

- High Level Conceptual Design of the application
- Comprehensive Common Master Requirements Document identifying core functional and non-functional requirements and processes for CIRA member counties
- Recommendations and Rationale for Business Processes that are In Scope and Out of Scope as deliverables to the development project
- Report on all current Data Model and Data Exchange Standardization efforts underway and the plan to integrate CIJIMS into these models (ex. XML Strategic Plan)
- Comprehensive Data Dictionary and related documentation identifying the standardization of criminal and civil justice data and process for member counties (discussed in more detail below)
- Fully Normalized Logical Data Model discussed in more detail below
- Recommended Software Development Plan including milestones, deliverables, project scope, timeline and estimated costs. A detailed discussion of the challenges that will be presented to a county to migrate their existing database information to a new system should be presented in the document
- Specific Recommendation on Standardized Best Practices for County Criminal and Civil Justice Processes validated by Subject Matter Experts representing a cross section of CIRA member counties
- Recommendation for a System Design Technical Architecture including an overview of current platforms, emerging technologies and software development methodologies to enable the successful creation and implementation of the CIJIMS application

- Summary Document detailing Risk Analysis for the development of CIJIMS including market condition, scope, timeline, project constraints, project cost, Total Cost of Ownership (TCO), liability and other risks
- Recommendations for providing lifecycle maintenance for the application and creating an open architecture to allow for the development and certification of 3rd party extensions to the core software application
- Discussion of New and Emerging Database Technologies and the application to CIJIMS
- High Level Software Implementation, Maintenance and System Migration Plan for Counties
- Overview of Hosting Requirements for CIJIMS

Additional deliverables may be provided by the vendor to facilitate the scope of work for the CIJIMS development phase. Any additional artifacts provided in response to the proposal should be described for CIRA or Designees in the response.

1.4.1. Additional Deliverable Information

This section of the RFP provides additional description of the deliverables requested by the Awarded Vendor in response to the RFP:

- CIJIMS Data Dictionary: respondents must analyze the provided Data Dictionary and revise/update this document based upon CIRA county requirements. This document identifies and defines data elements that are common to CIJIMS within counties, other state agencies and from the Texas Criminal Justice Information Users' Group (TCJIUG). The documentation of the Data Dictionary must include a (1) Domain Model, (2) Logical Data Model and (3) Meta-data Dictionary.
- Normalized Logical Data Model – The Normalized Data Model should include a Logical Entity-Relationship (ER) Diagram using either the Information Engineering or IDEF1X modeling methodology. This ER Diagram should be normalized at least to Third Normal Form (3NF) and explicitly to Boyce-Codd Normal Form if required. The ER diagram should include cardinality rules and referential integrity constraints. Alternative keys should be identified.
- Definition of an XML standardization strategy – the awarded vendor will be required to understand and document how the CIJIMS application will integrate with existing state and federal XML tagging strategies. The awarded vendor will specifically be requested to understand the Justice XML Data Dictionary that is being developed by the Global Justice Information Sharing Initiative (US Department of Justice, Office of Justice Programs).

- Development of the CIJIMS Conceptual System Design – The respondent will be responsible for producing a high level system design of the CIJIMS application. This includes:
 - o Logical Data Model
 - o Analysis Model
 - o Design Model
 - o User Experience Model
 - o Real Time Application Model
- Development of the Recommended Technical Architecture – The technical architecture should include a recommended approach for connecting participating counties, state and federal databases in order to support information exchange. In addition, the architecture must support the requirement for both a hosted and non-hosted solution as required by specific counties. (Small counties may lack the IT infrastructure to support an onsite application). The application may be regionally hosted serving a group of smaller counties in the architecture requirements. This architecture should also include any planned use of development tools, programming languages, hardware platforms, operating systems and any other technical architecture factors relevant to the development and deployment of the system. The solution architecture must be an open standards – based system to facilitate usage by all participating counties and provide the architecture for 3rd party application extensions. Artifacts produced should include:
 - o Reference Architecture
 - o Software Architecture Document
 - o Deployment Model
 - o Architectural Proof of Concept
- Preparation of a Development and Implementation Plan – respondents should include a description of how the core CIJIMS application will be developed and provide recommendation and options for implementation and deployment. This plan should include an estimate of resources that would be required for the software development phase of the program including requirements by CIRA as well as contractor/development resources.
- Preparation of a Conceptual Software Maintenance Support Plan – It is the intent of CIRA and member counties to own and maintain the CIJIMS application. The core application should be accessible by individual counties and 3rd party application development entities to write approved extensions to the application. Respondents should include a list of requirements to maintain the CIJIMS application including but not limited to the following:

- o Recommended process for approving 3rd party extensions
- o Staffing requirement recommendations for CIRA to support the application maintenance
- o General Maintenance requirements and responsibilities/liabilities of CIRA to provide continued support and maintenance of the CIJIMS application
- Assessment of other Government IJIS Efforts – respondents should investigate other efforts represented by state and federal agencies in relevance to the integration of the CIJIMS application into these efforts. Any existing software packages produced by these organizations should be considered in relation to the CIJIMS project. Specifically, agencies such as the Office of Court Administration (OCA) should be engaged to understand the reports and existing software integration projects underway within these organizations. The awarded vendor must develop an assessment that lists candidate software packages for major functional areas of the CIJIMS application provided by these adjacent agencies.

1.5. Procurement Proposed Timeline

CIRA intends to release the RFP to prospective vendors that are interested in participating in the project. Supporting documentation to the RFP will be made available to prospective vendors following the execution of an NDA (Non Disclosure Agreement).

CIRA anticipates that the procurement timeline for the award of the CIJIMS Scope of Work will be something like that set forth below, but reserves the right to modify the schedule as it deems appropriate.

1. Release the RFP – April 1, 2009
2. Execute NDA with prospective vendors intending to bid (Prior to the Pre-Bid Conference or at the Pre-Bid Conference)
3. Mandatory Vendor Pre-Proposal Conference – April 14, 2009
4. Deadline for Submission of Written Questions – May 25, 2009
5. Answers to Written Questions Posted (final posting) – May 28, 2009
6. Due Date for Vendor Proposals – June 1, 2009
7. Vendor Interviews/Demonstrations/Best and Final Offer Requests – June 15 – June 30
8. Vendor Selection and Initiate Contract Negotiations – July 10, 2009
9. Proposed Target Project Start Date – September 1, 2009

CIRA reserves the right to modify and post revisions to the schedule as necessary. Any revisions to the schedule will be announced to all prospective respondents. Attendance at the Vendor Conference is mandatory.

1.6. Written Questions and Answers

Questions specific to the RFP may be submitted by email to Gayle Latham. No telephone calls or personal visits shall be accepted regarding this RFP to any member of CIRA, the CIRA Board of Directors or members of the CIRA Board or Designees. All vendors not in compliance with this requirement may be disqualified by CIRA. All questions should be submitted to:

Gayle Latham, CIRA Director

Texas Association of Counties

GayleL@county.org

1.7. Vendor Pre-Proposal Conference

A vendor Pre-Proposal Conference will be held on April 14, 2009. Attendance at this conference is mandatory.

Location: Texas Association of Counties, 1210 San Antonio, Austin, TX 78701
Central Texas Room (4th Floor)

Date: April 14, 2009

Time: 1:00 PM

All Vendors are required to RSVP their attendance to the Pre-Proposal Conference including number of attendees from the company to Gayle Latham at GayleL@county.org.

1.8. CIRA's Rights and Additional Rules Pertaining to the RFP Process

CIRA's Board of Directors expressly reserves the following rights:

- To waive any and/or all irregularities in the proposals submitted.
- To reject any and/or all proposals.
- To base its awards with due regard to quality of services, experience or the vendor in the area, the long-term soundness and financial viability of the vendor, compliance with the technical specifications, cost and other such factors delineated by the Board.

- To conduct follow-up discussions with and hear presentations from those vendors that, after initial evaluation, are reasonably susceptible of being awarded the contract. These discussions will be conducted according to the following rules:
 1. CIRA reserves the right to, and will, identify, based on the evaluation of the proposals, which vendors might reasonably be awarded the contract ("the Finalists").
 2. No vendor will be designated as a finalist unless, at a minimum, its proposal conforms to all conditions and requirements of this Request for Proposals.
 3. Only the Finalists will be allowed to participate in any follow-up discussions.
 4. The CIRA Board will determine whether, when and how to engage in discussions with Finalists and whether, when, and how demonstrations by the Finalists will be entertained.
 5. All Finalists will receive adequate notice of when and where discussions will be conducted.
 6. If CIRA deems it in CIRA's interests, the discussions with Finalists may include the opportunity for the Finalists to make presentations and/or revise proposals
 7. All Finalists will be accorded fair and equal treatment with respect to any opportunity for presentations, discussion and revision of proposals.
 8. The purpose of the discussions will be to determine which of the Finalists has submitted the best offer, considering the lowest negotiated price and the other evaluation factors stated in the Request for Proposal.
- To make the award for the contract to the vendor whose proposal, in the opinion of CIRA's Board and staff, is in the best interest of the Members of CIRA.

1.8.1. Prime Vendor and Subcontractors

Each proposal shall be executed by only one entity designated as the prime Awarded Vendor in the case the vendor elects to submit a joint proposal with another entity or subcontractor. The prime Awarded Vendor may use subcontractors in an authorized arrangement as specified in the response however awards will not be delegated to multiple entities in a joint proposal. If a respondent agrees to use subcontractors, then it is the responsibility of the Awarded Vendor to provide an authorized signature from the subcontractor attesting to the fact that the subcontractor has read the proposal and will provide the services represented therein. The respondent agrees in the proposal to

accept full responsibility for the performance of the subcontractor. All terms and conditions that apply to the respondent also apply to the subcontractor. The Respondent must provide background information on any subcontractor used to fulfill the proposal requirements.

1.8.2. Proposal Preparation Costs

CIRA shall not be responsible or liable for any costs incurred by any Respondent in the preparation and submission of its RFP response or for other costs incurred by participating in this solicitation process.

1.8.3. Confidentiality of Information

All responses to the RFP submitted by vendors shall be deemed confidential during the evaluation process to the extent allowed by law. CIRA, as a governmental entity, is subject to the Public Information Act. However, trade secrets and proprietary information may be excepted from required public disclosure. Respondents must clearly identify material they consider to be protected under the Public Information Act, as trade secret or proprietary information. In no case may proposals be labeled as proprietary in their entirety.

1.8.4. Vendor Contact

Each Respondent shall designate one person that shall serve as contact for all matters pertaining to its proposal. The name and contact information for the Respondent Contact must be prominently displayed in the Transmittal Letter and the proposal.

2. Proposal Submission Instructions

2.1. Submission Requirements

2.1.1. Delivery Instructions

Qualified Respondents are invited to submit their proposals in writing and in accordance with the requirements outlined in this document. The proposals are required to address all aspects of this RFP and must be submitted on or before the scheduled proposal delivery date identified in Section 1.5:

Gayle Latham, CIRA Director
Texas Association of Counties
1210 San Antonio
Austin, TX 78701

The name and address of the vendor must appear on the outside of the packaging and the package must also identify the RFP title. Proposals not received in the CIRA office at closing time of the submission date deadline or postmarked by the deadline will not be accepted. Proposals may be mailed or hand-delivered to the CIRA office. Proposals submitted by email, fax or other means will not specified in the RFP will not be accepted.

2.1.2. Proposal Specifications

Proposals must comply with the following standards:

- The Proposal must be clearly labeled
- Respondents must submit a signed original written copy and ten (10) additional copies of the Proposal on CD in PDF Format.
- All written copies must be in 3 ring binders.
- All packages/boxes containing a vendor's proposal must clearly reference the name of this RFP as indicated on the Cover Page of the RFP.
- The signed original must be clearly labeled "Original" on the front cover.

2.1.3. Proposal Submission Checklist

The following provides the mandatory components of the proposal.

Section	Title
1	Title Page
2	Transmittal Letter
3	Table of Contents
4	Executive Summary
5	Proposal Response
6	Company Profile
7	Qualifications of Proposed Project Personnel
8	List of exceptions to the RFP
9	Staffing Plan
10	References

2.2. Proposal Content and Format

The proposal response must be complete and comprehensive. Respondent must provide the following information in the response to the proposal in order to be considered acceptable. Pages must be numbered clearly and consecutively to reflect the total number of pages in the proposal. Each proposal section must be organized with tabs as listed below, corresponding to the proposal submission checklist.

2.2.1. Title Page

The title page must include the Title of the RFP and the name and address of the Respondent.

2.2.2. Transmittal Letter

A Two Page Letter of Transmittal should be included containing the names and contact information of the corporation or business submitting the proposal and the names and contact information of the person authorized to represent the Proposer. The Transmittal Letter should also include a brief statement of the Respondent's understanding of the work to be done and a summary of the features of the solution. A statement should also be included to indicate that the Respondent agrees that the entire proposal and price shall be binding for a period of 180 days from submission. If the response is a joint response where the Respondent will act as a Prime Awarded Vendor with Subcontractors, then a statement should also be included to indicate this arrangement. The transmittal letter must be signed by the person or persons authorized to legally bind the Respondent.

2.2.3. Table of Contents

Each proposal shall be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures and attachments to the proposal.

2.2.4. Executive Summary

The executive summary must be a concise and accurate summarization of the services provide in response to the proposal. The summarization should include the high level approach that the Respondent will take with respect to this proposal as well as the qualifications of the firm providing the response and rationale as to why CIRA should engage and select the respondent for the CIJIMS project. The executive summary should also disclose the high level strategy and process to how the respondent will

validate the Master Requirement Document and Use Cases provided in the proposal with Subject Matter Experts.

2.2.5. Project Proposal

The project proposal will provide a detailed technical summary including deliverables stated in Section 1.5 of this RFP of how the respondent will validate the existing Master Requirement Document and Use Cases and provide a description of the processes required to complete the response to the RFP. The discovery methodology to identify a core set of processes common to the various counties representing a cross-section of the CIRA membership will be required in the response. A recommendation of required Use Cases that should be considered in Phase II of the development project must be provided by the awarded vendor.

2.2.6. Company Profile

Respondents should provide detailed corporate information to support the response to the proposal and a statement as to why the company is qualified to provide the services stated in this proposal. This information should include:

- Corporate Legal Status
- Organizational Structure, Names, Titles and Contact Information of officers and key management of the company.
- Summary statement of the history of the firm
- Description of at least 3 projects which the Respondent has performed similar services.
- Information to demonstrate financial stability and performance, operational history and the firm's ability to meet the financial responsibilities associated with conducting this project including the most recent annual report, latest D&B Information Report and other pertinent information.
- Summary of any pending or concluded litigation over a 3 year period including Style, Cause Number and Court. (See Section 6.29.1)

2.2.7. Qualifications of Proposed Project Personnel

The Respondent must provide information for all staff and subcontractors who will participate in the project. This information should include the Name, Title, Brief Summary of Qualification/Experience and the specific task/role the person will provide in support of the project. Resumes for each key participant should also be provided. All subcontractors must be identified along with the percentage of staff versus contractors that will participate in the project.

All project participants will be subject to approval by the CIRA Board or Designees.

2.2.8. List of Exceptions to the RFP

All exceptions to the RFP must be clearly identified and communicated to the CIRA Board or Designees. Exceptions to the Terms and Conditions of the project should be annotated in Appendix B: Compliance with Terms and Conditions document. CIRA reserves the right to reject any response to the RFP, however responses with exceptions accompanied by a statement explaining the exception will be reviewed by the CIRA Board or Designees for compliance.

2.2.9. Staffing Plan

A detailed staffing plan should be included in the proposal that corresponds to the tasks and milestones enumerated in this RFP and reflected in the Respondent's detailed project plan. The format for the staffing plan will be at the discretion of the Respondent, however the detail presented should include at a minimum a monthly estimate of resource by name, task and time allocated for completion. Additionally, Respondents must include an estimate of the percentage of work to be completed by Sub-Contractors and provide background and profile information on each primary Sub-Contractor.

2.2.10. References

A list of no less than three (3) references must be provided in the proposal response. These references should reflect similar projects successfully completed by the Respondent and special reference should be made to similar projects completed for government entities. Reference information should include:

- Project Name
- Brief Description of the Project Scope and Deliverables
- Summary of the Outcome of the Project
- Name and Contact information
- Total Project Costs
- Additional information as required.

2.2.11. Costs and Terms

All Costs for the project should be clearly identified and itemized in the proposal response by deliverable, resource and timeline. CIRA will not assume any costs incurred for the project that are not clearly stated in the response proposal. The format of the cost worksheet should represent the deliverables stated in the RFP Section 1.5, Scope of Services and Project Deliverables, accompanied by an itemized cost for each deliverable by month. It is the intention of CIRA to provide a Contract for Services to be executed with the Awarded Vendor. Any specific Terms that will be required by the vendor should be documented in the response and annotated in the exceptions to the Terms and Conditions of the RFP.

3. Project Organization

The success of the CIJIMS project will correlate directly to the Respondent's ability to engage CIRA Member Counties and the Subject Matter Experts during the functional requirements analysis phase of the project. A comprehensive plan established by the Respondent to review and isolate the key components of the Requirements Documentation/Use Cases, Process Flows and Data Models as the information relates to CIRA Member County processes will be critical to the success of the program. This section describes preliminary staffing assumptions that will be used in the proposal development by the Respondent. Final staffing decisions will be made during the RFP contract negotiation phase.

A subset of participating counties and/or Subject Matter Experts (SMEs) associated with the CIJIMS project will be finalized and provided to the awarded vendor during the contract phase of the award based upon the Respondent's strategy for interviewing SMEs to support the project. CIRA will provide additional information about the geographic location of participating counties providing SMEs during the scheduled vendor conference. These counties may be geographically in different locations around the State and represent different population sizes. The Respondent should include in the response a plan for engaging SMEs in each of the participating counties in the project. The Respondent should provide recommendations on a plan to engage Subject Matter Experts including information on the process, number and type of workshop/meetings, how many SMEs should be engaged as well as additional information deemed important by the Respondent to be communicated to the CIRA Board in the evaluation process. In addition, costs associated with SME workshops or meetings should be identified in the proposal cost section. These costs may include travel expenses, facilities, web conferences and other associated costs incurred **by the Respondent** however all travel related costs associated with the Counties and SMEs will be the responsibility of TAC and should not be included in the Respondent's Cost Proposal.

All internal costs to the Respondent associated with facilities, equipment, application support, office support, parking, tolls, telephone and administrative support will be the responsibility of the Respondent throughout the duration of the project. All travel costs incurred by the Respondent in support of SME workshops or interviews should be budgeted and annotated in the proposal.

Requirements for specific software required by the vendor for functions such as Project Management, Issue Tracking, Web Applications, etc. are the responsibility of the Respondent. The Respondent must specify any specific software tool(s) that will be used in the project and that will be required by CIRA. The Respondent should provide additional costs in the proposal for CIRA to acquire any tools that are currently not deployed in the organization. CIRA cannot commit to providing training or workshop facilities for the project. Any facility costs must be identified in the cost section of the proposal.

4. Alternative Proposal Options

CIRA will accept proposals identified as “Alternative Proposal” by any qualified Respondent as long as the proposal meets the criteria established in the RFP guidelines. Any exception to the RFP must be identified and stated in the response. An Alternative Proposal will be considered only if the solution provided meets or exceeds the objectives of the proposal and provides additional benefit to CIRA and Member Counties. These benefits may include creative financing, partnering or creative/cost effective technology solutions.

5. Proposal Evaluation and Selection

5.1. Evaluation Process

Each proposal received by CIRA will be evaluated by the individuals designated by the CIRA Board and Staff. Evaluation and selection will be based upon the best judgment of the Board and its designees after a thorough review of all relevant information. All proposals that have been submitted shall be made available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The evaluation process will consist of 3 phases:

- Administrative Compliance;
- Detailed Evaluation; and
- Discussions, Negotiation and Best and Final Offers (if appropriate, at the option of CIRA).

Specific criteria developed by CIRA will be used to weight each proposal and the Respondent achieving the highest score will be awarded the contract. Note that final selection will not be based primarily on costs but on the overall ability of the Respondent to deliver the services prescribed in this RFP in addition to the cost of services proposed.

This section describes the evaluation process and criteria that will be used in this procurement.

5.1.1. Administrative Compliance

All proposals will be opened in a manner that does not disclose the cost proposals to competing vendors. All proposals must meet certain mandatory administrative proposal submission requirements in order to proceed into the detailed evaluation phase. All proposals will be reviewed for compliance with these requirements and accepted into the

next phase or rejected and considered no further. Mandatory requirements are listed below:

- The Proposal must be received by the specified due date and time. Failure to meet date and time requirements will result in rejection.
- The Respondent must provide one signed original, 1 written copy and ten (10) additional electronic copies of the proposal on CD in PDF Format.
- All copies of the proposal must be in three-ring binders.
- The Proposal must be submitted in conformance with the mandatory proposal format as outlined in Section 2, Proposal Submission Instructions.

5.1.2. Detailed Evaluation

Those proposals that are in administrative compliance will be evaluated for responsiveness to CIRA's needs. CIRA intends to award the contract to the vendor whose proposal best meets the evaluation criteria listed in this RFP and reflects the best value to the participating counties.

All proposals will be evaluated and assigned a score against the evaluation criteria. As stated above, those Respondents that, based on the evaluations, are reasonably susceptible of being awarded the contract may be asked to engage in further discussions or to provide an oral presentation.

If selected, a presentation will be scheduled and attending vendors will be advised of the amount of time that will be allowed for presentations and discussion. All proposed key personnel will be expected to attend and participate in the presentation. CIRA will provide an agenda and demonstration scripts, if applicable, prior to each Respondent's presentation.

After all Respondent presentations and discussions have been completed, proposals will be scored again. For this scoring, CIRA will consider all information contained in the proposals, obtained from references, site visits, oral presentations, and any other information obtained through this procurement process.

5.1.3. Best and Final Offers / Contract Negotiation

Based on the total final score of the Proposals, CIRA may issue a written request for a best and final offer (BAFO) to one or more Respondents. The request will include a specified date and time for receipt of BAFOs.

Following the evaluation of BAFOs and additional contract negotiations, CIRA will select the Respondent whose BAFO CIRA has determined provides the best value. Respondents are cautioned to propose their best possible offers at the outset of the process as there is no guarantee that best and final offers will be requested.

CIRA reserves the right to ask Respondents to elaborate or clarify specific aspects of their offers. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the Respondent's response.

5.2. Evaluation Criteria

The following criteria will be used to evaluate each vendor proposal:

- Respondent's Qualifications and Experience
- Project Approach and Design Methodology
- Proposal Cost

5.2.1. Respondent's Qualification and Experience

A maximum score of 25 points will be provided for these evaluation criteria. The Respondent's organization structure, financial stability and length of time in business as stated in the proposal will be weighted in the selection process. The Respondent's ability to provide examples of similar projects in scope and complexity will be evaluated by the CIRA Board or Designees as well as any additional experience with County, State or Federal Government Entities.

The quality of the staff providing services on behalf of the respondent in the project will be noted by the CIRA Board or Designees; specifically the professional and educational background information provided in the proposal for all staff and subcontractors. The number of staff members relative to the number of contractors assigned by the Respondent on the project proposal will be evaluated as well. Respondents should be knowledgeable of the Texas Justice Organizations and Processes.

5.2.2. Project Approach, Schedule and Design Methodology

A maximum score of 50 points will be provided for these evaluation criteria. The Respondent should clearly understand the scope and requirements specified in the CIJIMS project and be able to provide a comprehensive plan to achieve the goals of the RFP. The solution provided by the Respondent must be documented with the appropriate detail as to provide a vision and roadmap for the Phase II Development of the CIJIMS application. The Respondent's approach to creating the functional and non-functional requirements for the CIJIMS application and overall plan for providing recommendations for the application framework in addition to the ability to document the constraints of the project will be considered in these evaluation criteria.

5.2.3. Project Costs

A maximum score of 25 points will be provided for these evaluation criteria. The overall cost and value of the proposal will be considered by the CIRA Board or Designees. In

addition, consideration will be given to “Alternative Proposals” providing creative financing or partnering opportunities to complete the requirements of the RFP. All costs for the project will be taken into consideration by the CIRA Board or Designees including costs incurred by CIRA or member counties participating in the project.

5.3. Notice of Selected Vendor

Following award of the agreement by CIRA, the selected vendor will be notified by telephone, followed by a written notice of the award.

6. Terms and Conditions

This section describes additional terms and conditions that apply to this RFP process, and also includes terms and conditions that CIRA expects to be included in any contract (Contract) that may result from this RFP. By providing a binding signature of intent to comply with these terms and conditions in Appendix A, Compliance with Terms and Conditions, each Respondent acknowledges its acceptance of these terms and conditions as well as the additional procurement-related terms and conditions documented in the provisions set forth in this RFP, and agrees that these provisions will be included in any resulting contract. If a Respondent takes exception to a provision, the Respondent must explicitly identify the sub-section of the term or condition, state the reason(s) for the exception and set forth in Appendix A, Compliance with Terms and Conditions, of its proposal the specific contract language it proposes to include in place of such provision. It is mandatory that a completed Appendix B be included in the proposal. Proposals that do not contain Appendix A, Compliance with Terms and Conditions, will be deemed by CIRA to be non-responsive and will be rejected. Exceptions and alternatives will be considered in the evaluation process.

6.1. General

These General Terms and Conditions and the other provisions contained in this RFP shall be made a part of, and govern any Contract/Agreement/Purchase Order(s) resulting from, this Request for Proposal. Additions and modifications to these terms and conditions made by or agreed to by CIRA will be included in any final contract.

6.1.1. RFP Review

Each Respondent to this RFP must read and thoroughly examine the entire RFP. Failure of the Respondent to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor shall such failure be a basis for claiming additional compensation.

6.1.2. Agreement Specification

Any Contract entered into, together with any supplements, as well as any exhibits, will constitute the sole, entire and only agreement between the parties hereto and all such documents will be collectively referred to as the Contract. This Contract will supersede any prior agreements or understandings, whether written or oral, between the parties with respect to the products and/or services contracted for under the Contract. No course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms used in the Contract.

6.1.3. Right of Refusal

CIRA reserves the right to accept or reject any or all proposals, waive informalities and minor technicalities, modify the provisions in this RFP, accept the proposal considered most advantageous and award to the responsive Respondent providing CIRA with the best value. Additionally, all Respondents are hereby notified that CIRA shall consider all factors it believes to be relevant in the selection of the most responsive proposal providing CIRA the best value including but not limited to the ability to perform the agreement.

6.1.4. RFP Provision Modifications

CIRA reserves the right to alter, amend or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a Contract, if it is determined by CIRA to be in the best interest of CIRA to do so.

6.1.5. Withdrawal of Proposal

Respondents may not withdraw their proposals after the closing time for submission of proposals without the prior written consent of CIRA.

6.1.6. Timeline for Valid Proposals

Proposals are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

6.1.7. Failure to Comply

Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal.

6.1.8. Overcharge Provision

The Respondent hereby assigns to CIRA, any and all claims for overcharges associated with any Contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1987).

6.1.9. Property of CIRA

Proposals and any other information submitted by Respondent in response to this RFP that is not designated as proprietary shall become the property of CIRA. CIRA will not provide compensation to Respondents for any expenses incurred by the Respondents for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly agreed by CIRA in writing and signed by a CIRA representative with authority to bind CIRA. Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by CIRA at its option.

6.2. Alternative Proposals

Alternative proposals from the same Respondent are acceptable. Alternative proposals shall be clearly marked "Alternative" with the proposed alternative clearly defined and all pricing/cost advantages included, if applicable.

6.3. Proposing Entities

Respondents electing to team with other vendors to provide a combined system solution shall submit complete responses for each of the areas of proposed products and services. Each response shall be executed by only one entity, such as a corporation, managing partner of a general or limited partnership, joint venture, or other recognized legal entity. Co-proposing by separate legal entities is not allowed. However, prime Awarded Vendors using subcontractors is an authorized arrangement, provided any subcontractors have been identified and CIRA has not objected. Failure by CIRA to object to a particular vendor at any time shall not be deemed a waiver of CIRA's right to object to or disapprove of such subcontractors at a later time.

6.4. Rejection of Proposals

Proposals that are incomplete or are unclear as to compliance may be rejected. In addition, CIRA reserves the right to accept or reject in whole or in part any proposals submitted, and to waive minor technicalities when in the best interest of CIRA. Proposals may be disqualified for reasons including, but not limited to, the following:

1. References, CIRA, or any member counties report unsatisfactory experience with the Respondent or subcontractor(s);

2. Collusion among Respondents;
3. Failure to comply with, or inclusion of terms and conditions in conflict with, the terms of this RFP or purchasing rules and procedures or the laws and statutes applicable to CIRA; or
4. Failure to meet minimum response requirements established in the RFP.

6.5. Compliance with State, Federal, and Local Laws

The Awarded Vendor must comply with all applicable state, federal and local laws and ordinances in providing services to CIRA under the Contract. Without limiting the generality of the foregoing, the Awarded Vendor must be able to demonstrate compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of W-2s to common law employees. The Awarded Vendor is responsible for both federal and state unemployment insurance coverage and standard workers' compensation insurance coverage. The Awarded Vendor must comply with all federal and state tax laws and withholding requirements. CIRA will not be liable to the Awarded Vendor(s) or its employees or subcontractors for any unemployment insurance or workers' compensation coverage or federal or state tax withholding requirements. The Awarded Vendor may be required to demonstrate compliance with such laws at the written request of CIRA.

6.6. Commencement of Work

The successful Respondent must not commence any billable work prior to CIRA' execution of a Contract. Work done before final execution of a contract will be at Respondent's risk and will not be reimbursed.

6.7. Time of the Essence

Time is of the essence in the rendering of services and delivery of products hereunder. Awarded Vendor agrees to perform all obligations and render services set forth per this proposal.

6.8. Default

In the event that the Awarded Vendor fails to carry out or comply with any of the terms and conditions of the agreement with CIRA, CIRA may notify the Awarded Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Awarded Vendor fails to remedy such failure or default within the ten (10) day period, CIRA shall have the right to immediately cancel the agreement. The cancellation of the Agreement, under any circumstances whatsoever, shall not affect or relieve Awarded Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement, and such

cancellation by CIRA shall not limit any other right or remedy available to CIRA at law or in equity.

6.9. Force Majeure

Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. Contractor will use its commercially reasonable best efforts to mitigate the impact of any such event or occurrence.

6.10. Termination

The Contract that results from this RFP may be terminated as follows:

6.10.1. Convenience

For Convenience: The agreement may be terminated, without penalty, by CIRA without cause by giving thirty (30) days written notice of such termination to the other party.

6.10.2. Cause

For Cause: The agreement may be terminated by CIRA if the Awarded Vendor fails to perform as agreed or is otherwise in default, as provided in Section 6.8 herein.

6.10.3. Liability

In no event shall such termination by CIRA as provided for under this Section give rise to any liability whatsoever on the part of CIRA whether such claims of Awarded Vendor are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing or for any other reason. CIRA' sole obligation hereunder is to pay the Awarded Vendor for products and/or services ordered and received prior to the date of termination.

6.11. Governing Law

The agreement shall be construed and governed by the laws of the State of Texas. Venue for any litigation, mediation, or other proceedings arising from the agreement shall be exclusively in Travis County, Texas.

6.12. Agreement Amendments

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. Only the contract administrator within CIRA or his/her designee will be authorized to sign changes or amendments.

6.13. Independent Contractor Status

Awarded Vendor will, at all times during the performance of the Contract, be considered an independent contractor. Awarded Vendor agrees that Awarded Vendor and Awarded Vendor's employees and agents have no employer-employee relationship with CIRA. CIRA shall have no liability or responsibility with respect to payment of Federal Insurance Contribution Act (FICA), federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will CIRA furnish or be liable for the provision of any medical or retirement benefits or any paid vacation or sick leave to the Awarded Vendor or any of its employees.

6.14. Right to Audit

At any time during the term of the agreement and for a period of four (4) years thereafter CIRA or duly authorized audit representative of CIRA, at its expense and at reasonable times, reserves the right to audit Awarded Vendor's records relevant to all costs associated with the agreement. In the event such an audit by CIRA reveals any errors by CIRA or the Awarded Vendor, the Awarded Vendor shall refund CIRA the full amount of such overpayments within thirty (30) days of such audit findings, or CIRA, at its option, reserves the right to deduct such amounts owing CIRA from any payments due Awarded Vendor.

6.15. Observance of CIRA' Rules and Regulations

Awarded Vendor agrees that at all times its employees will observe and comply with all laws and regulations pertaining to TAC's and CIRA' facilities and the facilities of the member counties of CIRA, including but not limited to parking and security regulations. In the event that an employee of the Awarded Vendor has failed to comply with such laws or regulations, CIRA shall have the right to require the Awarded Vendor to remove such employee from any involvement in the Contract.

6.16. Non-Disclosure

Awarded Vendor and CIRA acknowledge that they or their employees may, in the performance of the resultant agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other, or owned by a member county of CIRA. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Awarded Vendor or

CIRA unless expressly approved by CIRA in writing in advance of such disclosure, and required by law.

6.17. Publicity

Awarded Vendor agrees that it shall not publicize any portion of the agreement or its content or disclose, confirm or deny any details thereof to third parties or use CIRA' name or the name of any member county of CIRA in connection with any sales promotion, advertisement, or publicity event, or for any purpose whatsoever, without the prior express written approval of CIRA.

6.18. Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

6.19. Presentment of Claims

The Awarded Vendor may not file suit against CIRA on any claim arising from the agreement without first presenting the claim in writing to the CIRA. The claim shall include the Awarded Vendor's proposed resolution of the claim. CIRA shall have sixty (60) days to respond to the claim.

6.20. Acceptance of Products and Services

All products furnished and all services performed under the agreement shall be to the satisfaction of CIRA and in accordance with the specifications, terms, and conditions of the agreement. CIRA reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services. Awarded Vendor is to make available any/all value-added products and services to CIRA and all member counties.

6.21. Confidentiality of Information

The Respondent and/or Awarded Vendor shall keep confidential all information concerning the business of CIRA (and its member counties), the makeup of its systems and methods of automation, its financial affairs, its relations with its citizens and its employees, as well as other information which may be specifically classified as confidential by CIRA.

6.22. Insurance

No Contract will be executed unless and until appropriate insurance coverages are negotiated and certificates delivered. Some or all of the following insurance provisions may be required if deemed necessary by CIRA after review of all the circumstances. All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. CIRA will be named as an Additional Insured on all required coverages. Required coverages must remain in effect through the term of the resulting Contract.

Standard insurance provisions are as follows:

1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.001 *et seq.* Tex. Labor Code) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence for coverage AB&C including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:

- Blanket contractual liability coverage for liability assumed under the Contract.
- Independent Awarded Vendors coverage.
- CIRA listed as an additional insured.
- 30-day Notice of Cancellation in favor of CIRA.
- Waiver of Transfer Right of Recovery Against Others in favor of CIRA.

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsement in favor of CIRA:

- Waiver of Subrogation endorsement
- 30-day Notice of Cancellation endorsement
- Additional Insured endorsement.

6.23. Security for Awarded Vendor's Performance

To ensure that the Awarded Vendor performs as promised, CIRA shall withhold 15% of all payments due under the Contract for services provided. Retainage shall be paid to the Awarded Vendor within 30 days after successful completion and acceptance of all work deliverables defined in the Contract (including any approved change orders).

6.24. Non-Discrimination Policy

In compliance with state and federal law, CIRA does not unlawfully discriminate in employment, contracts, or any other activity. If any special accommodations are needed for Americans with Disabilities Act (ADA) compliance, the Respondent and/or Awarded Vendor shall promptly notify CIRA Project Manager.

6.25. Standards

The service offering should consider and attempt to accommodate State of Texas standards for information technology. These standards are located at <http://www.dir.state.tx.us/standards>. Other standards with which the service offering should comply with are (1) the XML standards set forth by the Global Infrastructure/Standards Working Group's (I/SWG) task force on XML schema for a justice XML Data Dictionary which can be located at http://www.it.ojp.gov/topic.jsp?topic_id=43, and (2) data standards currently being developed by the Texas Criminal Justice Information Users' Group (TCJIUG).

Also, one or more participating counties may engage in activities with regard to information to be maintained within the integrated justice system which bring such counties under the coverage of the regulations adopted by the federal Health and Human Services Department under the Health Insurance Portability and Accountability Act of 1996 (45 CFR Sections 160 through 164) ("HIPAA"). HIPAA regulations dictate the form in which certain health information is transmitted, and the manner in which certain health information may be used or disclosed. Whether HIPAA applies to a county's data or activities is a determination to be made by each county. The Selected Vendor must be cognizant of the HIPAA regulations and incorporate any applicable requirements in the Requirements Definition.

6.26. Delegation of Duties

The Awarded Vendor must assume full responsibility for all services performed under the Contract. CIRA will consider the Awarded Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges under the Contract. If any part of the work is planned to be subcontracted, the Respondent must include a list of subcontractors, including the firm name, address and contact person of each subcontractor, a complete description of the work to be subcontracted, financial statements for each subcontractor, and descriptive information concerning each subcontractor's qualifications.

Unless specified in the Contract, the Awarded Vendor shall not delegate any duties under the Contract to a subcontractor unless CIRA has given written consent to the delegation. CIRA shall have the right to approve all subcontractors and to require the Awarded Vendor to replace any subcontractor found, in the opinion of CIRA, either initially or based on performance, to be unacceptable. CIRA reserves the right to receive copies of and review all subcontracts. The contract management of any subcontractor will be the sole responsibility of the Awarded Vendor, and failure by a subcontractor to perform shall be deemed to be failure of the Awarded Vendor. The Awarded Vendor

must make all payments to subcontractors or suppliers. CIRA will not direct payments for services or products acquired in connection with the Contract other than to the Awarded Vendor, nor will CIRA release the Awarded Vendor from having to perform any obligations under the Contract, notwithstanding the fact that a subcontractor may have been engaged by the Awarded Vendor to perform those obligations.

6.27. Conflict of Interest

The Respondent shall certify in writing in its letter of transmittal that no relationship exists between the Respondent and CIRA or any of its member counties that interferes with fair competition or is a conflict of interest, and no relationship exists between the Respondent and another person or organization that constitutes a conflict of interest with respect to a contract with CIRA. The Respondent shall provide assurances in its letter of transmittal that it presently has no interest and shall not acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services under the Contract. The Respondent shall also provide assurances that no person having any such known interests shall be employed during the performance of this Contract.

6.28. Assignment by the Awarded Vendor

The Awarded Vendor shall not assign or transfer any interest in the Contract without the express prior written consent of CIRA.

6.29. Disclosure of Litigation

6.29.1. Disclosure

Each Respondent must include in its letter of transmittal a complete disclosure of any pending or prior criminal charges, investigations or proceedings involving the Respondent (and each subcontractor included in the Respondent's response) or any of its/their officers or directors. In addition, each Respondent (and each subcontractor included in the Respondent's response) must include in its letter of transmittal a complete disclosure of any civil litigation, arbitration or proceeding to which it is a party and which is pending or was concluded within three (3) years from the date of this RFP. This is a continuing disclosure requirement. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") commencing after the submission of a proposal must be disclosed in a written statement to the CIRA contract administrator within 15 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided must include Style, Cause # and Court.

6.29.2. Assurances

In the event that any such proceeding disclosed to CIRA pursuant to this section, or of which CIRA otherwise becomes aware, during the term of the Contract, causes CIRA to be concerned about (1) the Awarded Vendor's (or subcontractor's) ability to continue to perform the Contract in accordance with its terms and conditions, or (2) whether the Awarded Vendor (or subcontractor) in performing services for CIRA is engaged in conduct that is similar in nature to conduct alleged in such proceeding, which conduct would constitute a breach of the Contract or a violation of Texas law, regulations or public policy, the Awarded Vendor shall be required to provide CIRA all reasonable assurances requested by CIRA to demonstrate that:

1. The Awarded Vendor and/or its subcontractor(s) will be able to continue to perform the Contract in accordance with its terms and conditions, and
2. The Awarded Vendor and/or its subcontractor(s) has not and will not engage in conduct in performing services for CIRA which is similar in nature to the conduct alleged in such proceeding.

6.29.3. Failure to Comply

Failure by the Awarded Vendor to comply with the terms of this Section shall constitute a material breach of the Contract.

6.30. Indemnity

The Awarded Vendor agrees to indemnify and hold harmless CIRA, participating Counties and SME's and their host organizations, the Texas Association of Counties ("TAC"), their respective directors, officers, employees and agents against any and all claims for damages, costs, and expenses to persons or property that may arise from or be caused by any act, or omission of the Awarded Vendor or any officer, agent, servant, employee, associate of the Awarded Vendor or other person acting on behalf of the Awarded Vendor in the execution or performance of the services under the Contract.

6.30.1. Intellectual Property Infringement Indemnity

The Awarded Vendor shall indemnify, defend, and hold harmless CIRA, Participating Counties and SMEs, TAC, their respective directors, officers, employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), incurred in connection with any action or proceeding brought against CIRA or TAC to the extent that such action or proceeding is based on a claim that any piece of equipment or any software supplied by the Awarded Vendor or its subcontractors, or the operation thereof, or goods or services provided, or the use or reproduction of any documentation provided with such equipment or software, infringes any United States or foreign patent, copyright, trade secret, or other proprietary right of any person or entity.

In addition, should the equipment or software, or goods or services provided, become, or in the Awarded Vendor's opinion be likely to become, the subject of a claim of infringement, the Awarded Vendor, at its own expense, shall:

1. Procure for CIRA the right to continue using the equipment, software, goods or services; or, if such option is not reasonably available to Awarded Vendor:
2. Replace or modify the same with equipment or software, as the case may be, of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Awarded Vendor
3. Accept its return by CIRA with appropriate credits to CIRA against the Awarded Vendor's charges, or refunds to CIRA for amounts previously paid. Such credits and/or refunds shall be in addition to any other remedies available to CIRA.

6.30.2. Other Indemnities

The Awarded Vendor shall indemnify, defend and hold harmless CIRA, Participating Counties and the SMEs, TAC, and their respective officers, directors, employees and agents from and against all losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. The breach by the Awarded Vendor of any representation or warranty made by the Awarded Vendor in the Contract;
2. Any claims arising out of, or related to, occurrences that the Awarded Vendor is required to insure against as provided above;
3. The death or bodily injury of any person, or the damage, loss or destruction of any real, tangible or intangible personal property in connection with the performance of services by the Awarded Vendor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional conduct of CIRA;
4. Any claim or demand asserted against CIRA which results from an act or omission of the Awarded Vendor or any of its subcontractors in its or their capacity as an employer of a person; and
5. Any breach of the Awarded Vendor's confidentiality obligations set forth in the Contract. In any and all claims against CIRA, or any of its agents, directors, or employees, by any employee of the Awarded Vendor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Awarded

Vendor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts.

6.31. Ownership of Work Products

All work products shall be the sole property of CIRA. All property rights, including publication rights, in all work products, including, without limitation, the interim drafts and final reports, programs, and documentation (in printed and machine-readable media) developed under the Contract belong to CIRA. The Awarded Vendor hereby assigns, and shall assign, to CIRA all right, title and interest in the work product and all copyrights, patents, trade secrets and other proprietary rights in each of the foregoing. With regard to work performed by the Awarded Vendor's subcontractors, the Awarded Vendor shall require that all agreements with subcontractors provide for the irrevocable assignment of rights to CIRA, without additional consideration, of all such work products of the subcontractors.

All records applicable to CIRA and its member counties, including working papers and operational documentation are the property of CIRA and its member counties. Upon termination or expiration of the agreement, all applicable records and all work products must be delivered immediately to CIRA or the respective county(ies).

6.32. Personnel

The Awarded Vendor shall warrant that all persons assigned to the project shall be employees or subcontractors of the Respondent, and shall be fully qualified to perform the work required herein. Personnel commitments made in the Awarded Vendor's proposal and subsequent Contract shall not be changed without the prior written approval of CIRA. Replacement of key personnel, if approved by CIRA, shall be with personnel of equal or greater ability and qualifications.

6.32.1. Key Personnel

The Awarded Vendor shall assign all key personnel identified in this RFP response to complete all of their planned and assigned responsibilities in connection with performance of the obligations of the Awarded Vendor under the Contract. CIRA shall have the right to approve the assignment and replacement by the Awarded Vendor of all key personnel assigned to provide services or to provide onsite representation of the Awarded Vendor, including, without limitation, the project team manager, other individuals named or described in the Awarded Vendor's proposal, and individuals assigned significant managerial responsibilities as mutually agreed by the parties. Before assigning an individual to any of these positions, the Awarded Vendor shall notify CIRA of the proposed assignment, shall introduce the individual to the appropriate representatives of CIRA, and shall provide to CIRA a résumé and any other information about the individual reasonably requested by CIRA. CIRA reserves the right to interview the individual before granting approval.

6.32.2. Replacement of Personnel at CIRA' Request

CIRA reserves the right to require the Awarded Vendor to replace Awarded Vendor and/or subcontractor employees whom CIRA judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of CIRA. Before a written request is issued, authorized representatives of CIRA and the Awarded Vendor will discuss the circumstances. Upon receipt of a written request from an authorized representative of CIRA, the Awarded Vendor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request.

The Awarded Vendor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give CIRA the right to require the Awarded Vendor to terminate any Awarded Vendor employee's employment. Rather, this provision is intended to give CIRA only the right to require that the Awarded Vendor discontinue using an employee in the performance of services for CIRA.

6.32.3. Unauthorized Removal of Key Personnel

It is critical to the overall success of the project that the Awarded Vendor not remove or reassign, without CIRA' prior written approval (which approval shall not be unreasonably withheld), any of the key personnel until such time as the key personnel have completed all of their planned and assigned responsibilities in connection with performance of the Awarded Vendor's obligations under the Contract. The unauthorized removal of key personnel by the Awarded Vendor shall be considered by CIRA as a material breach of contract and grounds for termination.

6.33. Funding Out Clause

Continuation of this Contract is subject to the availability of funds. If funds to effect continued payment are not available, CIRA shall have the right to terminate this Contract without penalty by giving written notice of termination to the Awarded Vendor. In connection with this Contract, CIRA agrees to notify the Awarded Vendor promptly when it appears certain that the necessary funding or authorizations shall not be obtained. If partial funding sufficient for a clearly separate task or tasks should be made available, the parties may agree to perform their respective obligations relative to such tasks, and this Contract shall be amended accordingly.

6.34. Contract Modifications and Change Orders

CIRA may, from time to time, modify Contract terms or require changes in the scope of the services of the Awarded Vendor to be performed under the Contract. Such modifications or changes, which are mutually agreed upon by and between CIRA and the Awarded Vendor, shall be incorporated in written amendment to the Contract.

6.35. Other Representations and Warranties

The Awarded Vendor shall make the following representations and warranties:

1. The Awarded Vendor will perform all services in accordance with the highest professional standards in the industry, and will use its best efforts, skill, judgment, and abilities to provide the products and/or perform the services set forth in the Contract.
2. The Awarded Vendor represents and warrants that all products and services it provides under the Contract will be accurate and free from any material errors.
3. Awarded Vendor represents and warrants that it will, at its own cost, correct any defects in products or services it provides under the Contract as soon as is practical after Awarded Vendor becomes aware of such effects or is notified of such defects. If Awarded Vendor refuses or neglects to make good such defects within a reasonable time after receiving notice requesting such remedial work, then CIRA will be entitled to make good such defective products or services at the expense of Awarded Vendor. This commitment by Awarded Vendor is in addition to, and not in substitution for, any other remedy for defective products or services that CIRA may have at law or in equity.
4. Awarded Vendor will call to CIRA's attention all information in any computations, models, data, information, requirements, procedures, and all other documentation and materials supplied to Awarded Vendor which it regards in its opinion as unsuitable, improper or inaccurate in connection with the purposes for which such documentation or material is furnished. Nothing will excuse or detract from Awarded Vendor's responsibilities or obligations under the Contract in a case where such documentation or material is furnished, unless Awarded Vendor advises CIRA in writing that, in its opinion, such documentation or material and any requests made therein for action are unsuitable, improper, or inaccurate, and CIRA confirms in writing that it wishes Awarded Vendor to proceed in accordance with the documentation and material as originally provided.
5. The Awarded Vendor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services.
6. The Awarded Vendor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with the manufacturers' recommendations.
7. The Awarded Vendor will use its best efforts to use efficiently all resources or services necessary to provide the services that are required under the Contract.
8. The Awarded Vendor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance.
9. The Awarded Vendor will perform the services in a manner that does not infringe the proprietary rights of any third party.
10. The Awarded Vendor will perform the services in a manner that complies with all applicable laws and regulations.

11. The Awarded Vendor has duly authorized the execution, delivery and performance of the Contract.

12. The Awarded Vendor has not provided any gifts, payments or other inducements to any officer, employee or agent of CIRA.

13. The Awarded Vendor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services.

14. The Awarded Vendor will not insert or activate any disabling code into the systems used to provide the services without CIRA' express prior written approval.

The Awarded Vendor shall require its subcontractors, if any, to make the same representations and warranties.

6.36. CIRA Exculpation

The Awarded Vendor acknowledges and agrees that CIRA shall not be responsible for or liable to the Awarded Vendor or its subcontractor(s) for any increased costs or expenses that may be incurred by the Awarded Vendor, or for any other damages that may be suffered by the Awarded Vendor, as a result of any act or omission of any other Awarded Vendor to CIRA.

6.37. News Releases

The Awarded Vendor will not make any news releases, public announcements or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this RFP, the Contract, or the services, study, data or project to which this RFP and the Contract relate, without the prior written approval of CIRA, and then only in accordance with explicit written instructions from CIRA.

6.38. Survival

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to, the parties' respective indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason.

6.39. Responsibility for CIRA Property

The Awarded Vendor shall assume full responsibility for and shall indemnify CIRA, the Subject Matter Experts, and its member counties for any and all loss or damage of whatsoever kind and nature to any and all CIRA or county property, including any equipment, supplies, accessories, or parts furnished, while in the Awarded Vendor's custody and care for storage, repairs, or services to be performed under the terms of the resultant Contract, resulting from the negligent acts or omissions of Awarded Vendor or any employee, agent, representative, or subcontractor of Awarded Vendor.

7. Appendix A: Compliance with Terms and Conditions

By signing below, your firm agrees to provide the services described above and agrees to abide by all the terms and conditions as specified in this document. Any exceptions taken to the terms and conditions as set forth in section 6 of this document and any attached standard terms and conditions of purchase order **must** be identified by subsection number, including an explanation as to why the Respondent cannot comply with the specific term or condition and a statement recommending terms and conditions the Respondent would find acceptable. Any exceptions not identified will not be considered.

Respondent: _____

Signature of Authorized
Representative: _____

Printed Name of
Authorized
Representative: _____

Title of Authorized
Representative: _____

Date: _____

Exceptions: _____