



Max Bricka, CPSM  
PURCHASING AGENT / DIRECTOR

5/19/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Drake Communications Inc.

Dear County Judge and Commissioners,

Recently our county Elections Department made a request for qualifying the **sole source purchase of a Keystone Elections Interactive Voice Response (IVR) system from Drake Communications Inc.** This system provides an automated method for registered voters to look up their specific voter polling locations. Drake Communications will provide the system hardware, installation, training, software and other needed services. Drake's system software is propriety and the Keystone product is not marketed, serviced, or resold by any other entity.

After reviewing all documentation requested and submitted, I **recommend qualifying this request as a sole source purchase per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7).**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration
- A signed Sole Source Justification Request submitted by Christopher Davis, Elections Admin.
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Christopher Davis, Elections Administrator.
- A quote for the first year's startup costs of \$71,800.
- A services contract applicable to additional / future years at a cost of \$4,200, annually.
- A notarized Certificate of Interested Parties (Form 1295) as required by the Texas Ethics Commission

**The term of this Sole Source exemption will be effective for 60 months from the date of approval.**

If you have any questions or concerns, please contact me at any time.

Sincerely,

Purchasing Agent / Director  
WILLIAMSON COUNTY  
512.943.1555 Fax 512.943.1575  
[mbricka@wilco.org](mailto:mbricka@wilco.org) [www.wilco.org](http://www.wilco.org)  
901 S. Austin Ave.  
Georgetown, Texas 78626



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**Bid #1604-074 - Intent To Deem Drake Communications As The Sole Source For Elections IVR System**

<b>Time Left</b>	<b>closed</b>	<b># of offers</b>	<b>0</b>
<b>Bid Started</b>	<b>Apr 28, 2016 10:54:32 AM CDT</b>	<b>Notifications</b>	<a href="#">Report (Bidder Activity)</a>
<b>Bid Ended</b>	This bid closed on May 13, 2016 3:00:00 PM CDT	<b># of suppliers viewed</b>	<b>15</b> <a href="#">(View)</a>
<b>Agency Information</b>	<b>Williamson County, Texas, TX</b> <a href="#">(view agency's bids)</a>	<b>Q &amp; A</b>	<a href="#">Questions &amp; Answers</a>
<b>Department</b>	Purchasing <a href="#">(view department's bids)</a>		
<b>Bid Classifications</b>	<a href="#">Classification Codes</a>		
<b>Bid Regions</b>	<a href="#">Regions</a>		
<b>Bid Contact</b>	<a href="#">see contact information</a>		
<b>Delivery Location</b>	One or more of the following locations <b>Williamson County, Texas</b> <a href="#">No Location Specified</a>		
	<b>Qty</b> 1		
	<b>Expected Expenditure</b> n/a		
<b>View Rules</b>	Click here to <a href="#">change</a> the rules for this bid.		

**Approval**

**View Approval Flow** [View Approval Flow](#)  
**Approval Status** [Approved](#)

**Description**

**Bid Number** 1604-074  
**Title** Williamson County, Texas - Sole Source - Drake Communications - Elections IVR  
**Contract Duration** One Time Purchase  
**Budgeted Amount** \$0.00 [\(change\)](#)  
**Bid Comments** Williamson County, Texas intends to award a sole-source contract with Drake Communications for the following items:

**Elections IVR (Interactive Voice Response) System**

**THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by 3:00 PM May 13th, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

**Description** Williamson County, Texas intends to award a sole-source contract with Drake Communications for the following item(s):  
 Elections IVR (Interactive Voice Response) System  
Please Attach Any Supporting Documentation To This Line

**Contractor Advertisements**

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There are no advertisements on this solicitation.



## Sole Source Justification Request

**This request is for a:**

**Sole Source Item** (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

**Required Documentation that must accompany this request before this purchase can be considered** (any missing documentation will result in delays). *Check all included documents:*

- This request form completed and signed
- A written quote from the supplier, listing the goods, services and pricing
- Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- Notarized Sole source affidavit completed by the supplier
- Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Christopher Davis, Department of Elections

Requestor Title: Elections Administrator Requestor Phone Number: 512-943-1630

Requested Sole Source Supplier:

Company Name: Drake Communications, Inc.

Contact Name: Cecil Drake, President

Address 2435 Squire Place, Ste 400

City: Dallas State: Texas Zip Code: 75234

Phone Number: 972-243-2500

Email Address:

Website: <http://www.drakecommunications.com/>

Is the recommended supplier the manufacturer?  Yes  No

Does the manufacturer sell the item(s) through distributors?  Yes  No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

The service is an Interactive Voice Response (IVR) telephone polling-place/registered voter lookup system. Scope of work will include installation, training, applications writing, script writing and message recording.

**Schedule:** Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".

We need this service to be delivered and installed by July, 2016. This will enable proper time for training and script preparation as we deploy this service for the November 2016 general election.

Estimated Cost: \$71,800 (first year cost)

**SOLE SOURCE RATIONALE**

**Complete the following checklist:**

**The requested supplier is the only source of required item(s) or service(s) because:**

*Check all that apply:*

- The required item or service is proprietary to the supplier
- The recommended supplier holds the patent on the requested item(s)
- The recommended supplier is the only supplier capable of performing the requested service
- A specific item is needed
- To be compatible or interchangeable with existing hardware
- As a spare or replacement hardware
- For the repair or modification of existing hardware
- For technical evaluation or testing
  
- Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

N/A

- There is a substantial risk in selecting another product or service provider.

If so, please describe:

N/A

- It is not possible to obtain competitive bids for consideration.

If so, why:

N/A

Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

No.

List any other sources, suppliers, products or service providers that you reviewed in your selection process:

We discussed this IVR service with election departments from other counties in Texas, such as Bexar, Lubbock & Hidalgo counties. Without exception, they've been satisfied with this service.

List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

We discussed this IVR service with election departments from other counties in Texas; such as Bexar, Lubbock & Hidalgo. Without exception, they've been satisfied with this service. We've also received interest in our department acquiring this service from both the county Republican and Democrat parties, as well as various comments of support from the voting public.

#### ACKNOWLEDGEMENT

I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 4/18/2016

Signature: Christopher Davis

*\* By typing your name, this is equivalent to a legal signature*

**NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.**



## **Drake Communications Inc.**

202 W. McCart St. Suite 200  
Krum, Texas 76249  
(972) 243-2500 Fax (972) 247-2872  
Sales office: 2435 Squire Place Suite 400, Dallas TX 75234

Service (214) 206-3315  
Dallas (214) 206-3333  
Metro (817) 461-8800

*Specialists in High Volume Call Processing Applications*

April 19, 2016

Mr. Blake Skiles  
Williamson County Purchasing Department  
901 South Austin Ave.  
Georgetown, TX 78626

Dear Mr. Skiles:

See below our sole source statement that applies to your Elections Information System which the elections department is requesting.

Sole Source Provider

**Drake Communications is the sole source provider of the Keystone Elections IVR System, and secret processes imbedded in the unique software** that performs the Elections application so well. We provide the ongoing expertise and as well as lessons learned by Drake Communications, Inc. in maintaining of approximately 40 County Elections Information and Polling Place lookup IVR Systems nationwide, in order to maintain and keep fresh your IVR system with new data and services for the voter on a daily basis. **This Keystone product is not marketed or serviced and not resold by any other entity**

Please feel free to contact me if you should have any questions.

Thank you,

Cecil Drake  
President



Williamson County Purchasing Department  
901 South Austin Avenue  
Georgetown, Texas 78626  
(512) 943-3553  
[www.wilco.org/purchasing](http://www.wilco.org/purchasing)  
[purchase@wilco.org](mailto:purchase@wilco.org)

### NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Cecil Drake, who after being duly sworn on oath stated the following:

My name is Cecil Drake. My title is President of Drake Communications

I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Keytron Elections ESR. I am the sole-source supplier of this item because: Secret Processes in The Software. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 19<sup>th</sup> day of April, 2016.

[Signature]  
[Signature]

C.R. DRAKE, President Drake Communications  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 19<sup>th</sup> April, 2016, by Lucia Battaile.  
[Printed Name]

[Signature] Notary Public  
State of Texas  
My Commission expires on August 11, 2019





Christopher Davis  
ELECTIONS ADMINISTRATOR

April 18, 2016

Blake Skiles  
Purchasing Specialist II  
Williamson County Purchasing  
901 S. Austin Ave.  
Georgetown, TX 78626

RE: Letter of Recommendation for Interactive Voice Response (IVR) Phone System from Drake Communications, Inc

Blake,

As directed via your correspondence today, please consider this letter as my formal recommendation that Williamson County begin the sole source purchasing process for an Interactive Voice Response (IVR) phone system provided by Drake Communications, Inc.

If I can provide you or your department with any more information, please don't hesitate to contact me.

Sincerely,



Christopher Davis

WILLIAMSON COUNTY  
301 S.E. Inner Loop, Suite 104  
Georgetown, Texas 78626  
Phone 512.943.1630  
Fax 512.943.1634  
[Email cjdavis@wilco.org](mailto:cjdavis@wilco.org)





# Drake Communications Inc.

2435 Squire Place Suite 400  
Dallas, Texas 75234  
(972) 243-2500 Fax (972) 247-2872

Service (214) 206-3315  
Dallas (214) 206-3333  
Metro (817) 461-8800

*Specialists in High Volume Call Processing Applications*

4/14/2016

Blake Skiles  
Purchasing Specialist  
Williamson county, TX  
blake.skiles@wilco.org

Dear: Mr. Skiles

Thank you for your contact. As a follow up for our conversation, this letter will provide information that we believe is pertinent to your making a decision for our product. System pricing for the Interactive Voice Response (I.V.R.) telephone polling place lookup system as I believe the elections department wants it outfitted is as follows:

<b>16-PORT Basic System</b>	<b>\$59,500.00</b>
<b>OPTIONS</b> (described later in the text)	
Raid 5 system Hardware	No Charge if system purchased for the 2016 General Election
Registered Voter Lookup	No Charge if system purchased for the 2016 General Election
Elections Administrator Reporting System	\$ 5,900.00
Robo Dialer for mass communications	\$ 6,400.00

We have systems installed across the nation where we hold 90% of installs of this type. In the state of Texas we have system in Dallas County, Tarrant County, Bexar County, Lubbock County, and Hidalgo County.

Pricing includes all installation, training, applications writing, and script writing and recording. Delivery of the system will be approximately 30 days from date of order depending on our workload and your time line needs and responsiveness to our questions about scripting. Once the scripting is agreed upon the system will first be recorded in our offices and you will be given a number to call so that you may listen to and approve recordings. Other options are listed later in this document but I have no reason to believe the elections department wants to order any of them.

## Training

Little training is necessary as we will manage and update your system to handle the needs as they develop day to day. We will adjust your system for different situational needs as they occur during the voting cycle. However you will need to be trained on:

- 1) How to reboot the system.
- 2) How to read the call statistics.
- 3) If you choose the Robo dialer we have local training for that the class will last about 2-3 hours.
- 4) Other day-to-day duties that might be necessary.

## Ongoing Costs

Drake Communications will handle all day-to-day IVR chores for you during the first year after purchase included in your purchase price. In future years, this complete maintenance continues by your purchase of our Expert Management Agreement priced later in this proposal.

### Data Needs

In order for Drake Communications to accomplish database management, you must send us, in ASCII, comma or tab delimited format a complete list of registered voters for each election including each voter's voting precinct, as well as a list of polling places and the associated precincts (preferably in a txt, csv or xls file). This information needs to be supplied after the close of each voter registration. When you complete your registration closing and approve the list, that registered voter data needs to be transmitted to the Drake FTP site in the database format that we will provide. When we receive it, we will format the information so that the IVR can work with it, we eliminate any duplicates of which there will be approximately two to five percent in most cases. Database preparation is included for the first full year, a part of the original purchase of your system. In subsequent years, it is included in our annual Expert Management Agreement fee.

### Installation/Telecom Needs

The Keystone system connects through an Amphenol connector on a 25-pair cable. We provide a female connector with the first 25 pair used to connect to our distribution box. For each 25 ports of system, a connecting cable with a male ending would be necessary. The preferred type of telephone service is a terminal or lineal hunt group, which always rings the first number in the hunt group, which, if busy, hunts downward for the first free line (if no lines are free, the caller receives a busy signal). All lines in the hunt group should be call forwarded if no answer after 3 rings to the same number to the newly established number for live assistance. This provides a backup path in case the system fails to answer. The system also requires a VPN type connection for us to administer the system. A dedicated phone number for modem access which number should be presented on a RJ-11 jack would be a second choice. Our most common install is on Centrex and Plexar lines, however, we can also connect directly to **analog stations of any telephone switch including VoIP systems.**

### Script Creation

The Keystone system will be assembled and work begun on the script upon receipt of your purchase order. Script creation begins with us furnishing you with samples of scripts currently used in other counties, or a generic script that is the framework from which we build your script. We will need a contact person with whom to work (either in person or by telephone) on these scripts and to determine the flow of calls through the application.

### Sole Source Provider/Bid Items

Although other vendors could deliver an Interactive Voice Response (I.V.R.) System, Drake Communications is the **sole source provider of the Keystone IVR System**, and unique software that performs the Elections application so well. You will receive as an added benefit, the expertise and lessons learned by Drake Communications, Inc. in successful installations of over 30 County Elections Information and Polling Place lookup IVR Systems nationwide. **This Keystone product is not resold by any other entity.** Should a bid be required, vendors responding should be required to:

- 1) List at least five other county elections offices which they have installed similar systems.
- 2) That all PC hardware be industrial grade, rack mountable, and not home/office PC quality.
- 3) Delivery time should be no longer than 21 days from date of purchase order. A sample bid specification, can be supplied on request.

## Warranty/Maintenance

At the time of purchase you will receive **Expert Management Agreement** services for the first 12 months at no cost. This will be renewed annually at the fees listed below.

Drake Communications Inc. keeps your system current through an **Expert Management Agreement** by which you contract with us complete maintenance of the Keystone IVR, including: hardware, troubleshooting and repair, recordings including polling locations, menus (menu changes to be designed by customer) creation of Keystone IVR compatible database from voter data provided by customer, system back up services and rebuilding of lost application files. This includes unlimited hours per year. If a trip to site is required a \$400.00 trip charge applies.

As part of our Expert Management Agreement, D.C.I. will implement menu changes (recording, and routing) with written notification or a written confirmation of phone request from customer. D.C.I. will also handle program changes to fit situation specific needs. We require from your notice of any upcoming election, the name of the election and data for the election. In short, with just a small amount of help from you we will maintain your entire system, application, software, recordings and hardware. We will present a professional face for your department to be proud of and your public will love the ease and convenience with which they can now get information.

<b>Expert Management Agreement – Voter Information IVR</b>		
<i>Unlimited database, helpdesk, recordings, customer designed menu changes &amp; system back-up</i>		
Port Size	Annual Cost	Monthly Cost
16	\$4,200.00	\$350.00
32	\$5,400.00	\$450.00
48	\$6,600.00	\$550.00
64	\$7,800.00	\$650.00

*Expert consulting contracts for statewide applications carry an annual up charge of \$1,500.00, regardless of port size. All Maintenance Agreements run from date of Delivery. Script writing and new application development incur normal billing charges of \$240.00 per half hour.*

## Hardware

Keystone is housed in an industrial grade computer, rack mountable in a 19" rack or can be placed on a desktop. It has an internal network card and modem, allowing for remote diagnostics and repairs. Approximately 95% of all repairs can be done remotely. We provide service 365 days a year, 24 hours a day. We have a thirty-year record of customer service in the high volume call-processing field, which is our specialty. You will notice in our Expert Management Agreement, we expect to respond to emergencies within two (2) hours (24 hours a day) and non-emergencies within eight (8) working hours. We rarely use either of these time limits to deliver service.

## Options

### **Registered Voter look-up option:**

Callers may confirm their Voter Registration status at any time, off election etc. They input their date of birth and the house number at which they are registered. If not found the caller is given the option to get more information about requirements for becoming a registered voter, or given an opportunity to request a voter registration application by answering a few simple questions that allows us to know where and how many forms to mail. If found the caller is given information about any ID required to vote and given an option to confirm his name is on the rolls. The caller can always ask for transfer for live updating of registration with current address, etc.

This option is \$5,750.00. This option is currently being offered at no cost with purchase of new system, through the general election November 2016.

### **Outreach Contact Dialer**

This option uses existing lines connected to the IVR that are not currently being used for incoming call service to automatically place outgoing calls.

Benefits from this option are, it can be an enormously successful time saver when you no longer have to have staff make these calls: notification to poll workers that supplies are ready and where to pick them up, the ability to call poll workers with information on training classes, telephone notification to the polling place provider, the day before an election, a reminder to be on site so poll workers have access to the polling place on Election Day. To remind poll workers of what they need to bring back to the warehouse late on Election Day and what time they need to be there.

When the DC Board of Elections and Ethics, in Washington DC installed their new system, they had an unusual problem that has led to new uses for this option. Their contractor that printed the voter packet mailed to each registered voter printed it with an error, printing the wrong polling location to 5 different precincts. By using the phone number in the registered voter data list of the affected precincts, we were able to quickly develop an out dial program and verbal message which allowed the IVR to call everyone in those precincts and verbally tell them of the problem and correct the polling place information they had received by mail.

Another county had a Court order to extend polling place hours that came on Election Day due to weather conditions. The Outreach Contact Dialer dialed all the polling places and alerted the elections judges of the extended hours without tying up a single worker. This option is routinely used to mass communicate with Election Judges immediately prior to and on Election Day for all kinds of information dissemination.

The cost for installation of this software is \$6,500.00 which includes onsite training.

### **Elections Administrator Reporting Package**

This optional reporting package is designed to support the Elections Administrator, in knowing how to better serve the public and give the elections commission details on how the system is saving the department money everyday. It includes such things a reports on how many callers were answered by the system, to which areas (topics) of the system did callers visit, if requesting a polling place location how many received the information requested, if inquiring about their registration how many received the information they requested. How much time do callers spend in the IVR system getting information that would otherwise require live assistance? How many total callers visited the call center IVR and of that number how many still need operator assistance? These reports can be pulled for any time frame from hours up to one year of past activity. This option is \$5.900.

### **Raid 5 Redundancy**

If you would like to add **redundancy** to your system to ensure a more fail proof operation, we offer a RAID 5 version of the Keystone IVR for an additional \$5,000.00. This gives you a three-hard drive system with data striped across all three drives. In the event any one drive fails we always have enough information on the two remaining drives to go on. It also provides two power supplies providing back up power from the second power supply if the first one fails. These are the two most likely problems you could experience with your system. Both the hard drives and the power supplies are external pull and plug units and hot swappable, without stopping service. This option is currently being offered at no cost with purchase of new system, through the general election November 2016.

### **Satisfaction Commitment**

We are experienced in dealing with customers from East Coast to West Coast. We have no unsatisfied users of our product and as customer service is foremost in the minds of all of our customers, therefore it is foremost in ours. You will be happy, and your calling public will be happy, with our level of customer service. Should you have any additional questions please do not hesitate to call me, as I would be most happy to go over any of the above with you any time.

Sincerely,

Cecil Drake  
President

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**SERVICES CONTRACT  
ELECTIONS IVR SYSTEM  
EXPERT MANAGEMENT  
(Drake Communications, Inc.)**

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THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Drake Communications, Inc.**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

**No Assignment:** Service Provider may not assign this contract.

IV.

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **\$4,200.00** per year.

**Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

VI.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

**As described in the attached Vendor Statement of Work/Expert Management Agreement, which is marked Exhibit "A" and incorporated herein as if copied in full.**

VII.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if

copied in full) into this Contract include the following:

- 1) Service Provider's Statement of Work/Expert Management Agreement, which is marked Exhibit "A"; and
- 2) To the extent applicable, the Williamson County Vendor Reimbursement Policy, as amended.

Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

#### VIII.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

#### IX.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

#### X.

**Termination:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

#### XI.

**Venue and Applicable Law:** Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### XII.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific



project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

**XIII.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIV.**

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

**XV.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

SERVICE PROVIDER:

  
Authorized Signature

C.R. Drake, President  
Drake Communications, Inc.

**DRAKE COMMUNICATIONS, INC.**  
202 W McCart St., Suite 200  
Krum, TX. 76249

**EXPERT MANAGEMENT AGREEMENT**

Drake Communications, Inc. (D.C.I.) agrees to provide Expert Management Services for the identified product(s) listed under EQUIPMENT located at the Williamson County Elections and Registrar Office. Subject to the following terms and conditions:

**EQUIPMENT: Elections Interactive Voice Response (IVR)**

**PAYMENT:** For the Term of the Agreement, Customer shall pay D.C.I. as follows:

\$4,200.00 (plus applicable sales taxes) per year, term beginning \_\_\_\_\_

- A. For equipment itemized, this payment shall cover: 1. All routine parts and labor required as a consequence of normal wear and tear. 2. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. 3. All recordings including recording of polling locations, menus (menu changes to be designed by customer). 4. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. 5. System back up services and rebuilding of lost application files. 6. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes, or written confirmation of phone request from customer. 7. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. **In short, we maintain your entire system, application, software, and hardware.**
- B. Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.  
  
Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of \$400.00 will apply. Service to non-maintenance customers is \$480.00 per hour.
- C. Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement

**RESPONSE TIME GOAL:**

D.C.I. will make diligent effort to respond to Customer requests for corrective maintenance as follows:

- a. With dispatch of a service technician to Customer problem within minutes and not longer than two (2) hours of initial customer notification of emergency conditions.
- b. With dispatch of a service technician to Customer problem within minutes and not longer than Eight (8) working hours or twenty-four (24) clock hours for non-emergency conditions.

**EXCLUSIONS FROM MAINTENANCE:**

Moves of the system for any reason are not the result of system malfunction and therefore not a maintenance item. If Customer requires the services of D.C.I. in connection with the relocation of the equipment, Customer will pay D.C.I. for such services at D.C.I.'s then current standard rate.

This Agreement does not cover damages due to or failure of the equipment caused by actions other than wear and tear resulting from normal use, including but not limited to misuse, negligence, accident, theft or unexpected loss, abuse, connection to direct current, fire, flood, wind, lightning, acts of terrorism or other acts of God. Some of these costs can often be recouped by claiming loss on Customer insurance policies. Also not covered are improper

wiring, installation, repair or alteration by anyone other than D.C.I. Repairs necessitated by any of the above excepted causes shall be made by D.C.I. at its standard charges for labor and materials.

**NOTICES:**

Any written communication required to be given thereunder will be sent to the address of the contact person listed or to such other address as advised by written communication. All notices to D.C.I. shall be sent via certified or registered mail and shall be deemed effective three (3) days after mailing.

**TERM:**

This agreement will automatically renew annually at the then current Expert Management Agreement rate as applicable. D.C.I. will invoice prior to the renewal date for the subsequent year's maintenance. Invoice is due and payable prior to the anniversary of the commencement date. Government agencies who cannot have renewable contracts are exempt from this clause and this clause only.

The Customer has the right to cancel the contract within the last thirty (30) days of the anniversary of the expiration date of the contract. Any communication to this effect should be in writing meeting the terms and conditions under NOTICES above.

**SUCCESSOR OF PARTIES BOUND:**

This Agreement and all its provisions shall inure to and become binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

**ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Customer and D.C.I. with respect to the Expert Management of the equipment. Customer has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties and representations specifically set forth herein. This agreement becomes binding only upon written acceptance by the principal or authorized representative of Drake Communications, Inc.

**SPECIAL CONDITIONS:**

**DRAKE COMMUNICATIONS, INC.**

By: [Signature]  
Title: PRESIDENT  
Date: 5/19/2016

**CUSTOMER**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Equipment Site: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Fax # \_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Drake Communications, Inc.  
Krum, TX United States

**Certificate Number:**  
2016-58737

**Date Filed:**  
05/19/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Williamson County

**Date Acknowledged:**  
05/19/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
1604074  
IVR for Williamson County Elections

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath