

County of Panola, Texas
Request for Proposal (RFP) February 13, 2017

Justice of the Peace Courts 1 and 2
Combined Court Management System

I. Instructions

A. Background Information.

Panola County is interested in obtaining proposals for a Court Management System, including hardware, and application software that meet the specifications defined in this RFP. The County is only interested in proposals that offer an integrated, total solution for automating the essential services and operations of its two Justice of the Peace Courts.

B. Definitions. This Request for Proposals uses the following defined terms:

1. “Application Software” means the software modules that together will deliver court management capabilities as described in the specification stated in this RFP.
2. “Contract” means the contract awarded for goods and services through this RFP.
3. “Court Management System” or “System” means the Combined Court Management System solicited for in this RFP which will be comprised of the Hardware and the Application Software.
4. “County” means Panola County, Texas
5. “Proposal” means the proposal submitted by each Proposer in response to this RFP
6. “Proposal Forms” means those forms attached to and incorporated into this RFP for use by the Proposer in preparing a Proposal.
7. “Proposer” means the person or entity submitting a Proposal.
8. “Hardware” means the hardware additional to the hardware currently used by the County that will be necessary to operate the Court Management System in accordance with the specifications stated in this RFP.
9. “Request for Proposals”, or “RFP” means this Request for Proposal xx-xx and all documents attached hereto.
10. “Specifications” means the specifications for the components of the Court Management System as stated in this RFP.
11. “Vendor” means the Proposer that is selected for the award of the Contract.

C. Goods and Services to be provided.

The proposed Court Management System must provide the County with the capabilities of maintaining dockets for the Justice of the Peace Courts, managing collection, inquest, and warrant activities, provide for customized reporting and accessibility of records, remote access by County judiciary staff, imaging, creation of forms, payment collection, and backing-up and preserving and protecting information in accordance with applicable legal requirements.

The Court Management System must have web-based components that will allow the public to

access certain case information and to make payments online, and to allow members of the judiciary and administrative staff of the County to access and perform essential operations through the Court Management System remotely.

The Court Management System will need to be configured for use on eight (8) different computer stations located across three (3) office spaces, and will need to be accessible to seven (7) different County employees. The existing court management System is currently accessed and used by 7 different members of the judiciary and administrative staff. The Court Management System must be able to efficiently meet the Specifications under an annual caseload of approximately 5,500 cases.

The Vendor that is awarded a contract through this RFP must be the support organization for all Application software. The System provided under the contract must provide for the integration *and sharing* of information among the offices of the Justice of the Peace Courts on a single multi-user System. The Vendor shall obtain all hardware and Application Software licenses, shall install all hardware and implement all Application Software, convert the County's existing databases for use within the new System, and train the County's offices for the use of the Court Management System

The County's current court management System for its Justice of the Peace Court's is operated with the following hardware. If additional hardware is needed for the operation of the System in accordance with the Specifications, the Proposer shall identify the hardware and its cost using the Pricing Proposal Worksheet incorporated into this RFP.

Hardware Make and Model	Quantity
Desktops and O/S	
JP 1	
Dell Desktop w/ Raid Drives; Windows 7 (functions as server for current software)	1
HP Desktops, Windows 7	3
JP 2	
HP Pro, Windows 8	2
HP 2600 Workstation	1
HP Elite Desk 705 GI SFF	1
Printers	
JP 1	
HP 577 Wide Pro 577z	1
Xerox MFP 6180 all-in-one laser printer	1
HP 2605 laser printer	1
JP2	
HP 577 Page Wide Pro 577z	1
HP Color Laser Jet 3800	1

Brother J4420DW	1
<i>Scanners</i>	
JP 1	
HP 577 all-in one	1
JP 2	
Brother J4420DW	1
HP 577 Page Wide Pro 577z	1
<i>Monitors</i>	
JP1	
PLANAR, MD#PLL2410W	4
JP 2	
PLANAR – PLL 2410W	3
HP V241	1
<i>Modems</i>	
JP 2	
HP Elite Desk 705 GI SFF	1

D. Timeline.

1. Solicitation and Award

Date	Event
February 15 and 22, 2017	Notice of RFP published
March 8, 2017	Due date for questions
March 22, 2017	Response to proposer questions
April 10, 2017	Due date for proposals/Opening of proposals
April 24, 2017	Recommendation to Panola County Commissioners Court

The dates provided above are subject to change at the discretion of the County. The County will post notice of any such changes on its website.

2. Installation and Implementation. Installation and implementation of the Court Management System should begin within 10 days of the execution of the Contract and should be completed, along with all of the training required for County use of the System, within 6 months of the execution of the Contract. The installation, implementation, and initial training will be deemed complete when the County gives the Vendor written notice that it has accepted the System.

The Vendor will submit its initial invoice for goods and services rendered no later than the 15th

calendar day of the month that immediately follows the month in which the System has been accepted by the County. To illustrate, if the County accepts the System on August 10, 2017 the Vendor's first invoice will be due to the County on or before September 15, 2017. Following the initial invoice, the Vendor's submission of invoices and the County's payment of those invoices, shall be on a quarterly basis (once every three months).

The initial term of the Contract will expire at the end of the 12-month period that begins on the date that the County accepts the System. The Contract shall automatically renew on an annual basis for four (4) additional twelve-month terms, for a total lifetime term of five (5) years following the County's acceptance of the System. The County, at the end of any term, or upon the expiration or termination of the Contract for any reason, will have the option of extending the Contract on a month-to-month basis for a period not to exceed 12 months. Notice of each month-to-month extension shall be given on or before the 15th day of the month preceding the extension. The County requires pricing to remain firm for the duration of the Contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the County to declare a proposal non-responsive.

E. General Matters. Questions regarding proposals should be directed to Judge LeeAnn Jones at leann.jones@co.panola.tx.us; with copies to Judge Lora Taylor at lora.taylor@co.panola.tx.us, and Judge David Gray at david.gray@co.panola.tx.us, no later than March 8, 2017. Responses will be posted on the County's website on or before March 22, 2017, unless otherwise indicated by the County.

Proposals are legal and binding when submitted.

A Proposal must be submitted on a reproduced copy of the Proposal Forms supplied, including any addendum(s) which may be issued, and must be submitted in a sealed envelope which shall be clearly marked: Panola County Justice of the Peace Courts 1 and 2, RFP for Court Management System. Each submission shall include: One (1) printed and signed original copy of the Proposal, three (3) hard copies of the Proposal, and one (1) electronic copy in PDF of the Proposal.

PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE COUNTY JUDGE, PANOLA COUNTY COURTHOUSE, ROOM 216 A, CARTHAGE TEXAS 75633, ON OR BEFORE THE DEADLINE FOR RECEIPT OF PROPOSALS, WHICH IS 9:00 A.M. ON APRIL 10, 2017. The Proposer is solely responsible for timely delivery to the stated location. Proposals delivered to County locations other than the address specified above will not be considered received by the County until they physically arrive at the Office of the County Judge (Room 216A). The County shall not be responsible for delays in delivery resulting from any need for the County to transport a proposal from another County location to the specified location, or error or delay on the part of any carrier used to do so, or of any carrier utilized by Proposer. Proposals received in the Office of the County Judge after the stated time and date will not be considered.

Proposals will be opened in the Commissioners Courtroom, Panola County Courthouse, Carthage, Texas during the meeting of the Commissioners Court that will commence at 9:00 a.m. on April 10, 2017. The names of the proposers will be read out loud, but the contents of the

proposals will not be disclosed to competing offerors and will be kept secret during the process of negotiation. Proposals must be signed by the Proposer.

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of proposals without the prior written consent of the Panola Count Commissioners Court.

Proposals must be addressed as follows:

Justice of the Peace Courts. 1 and 2
Court Management System RFP Response
c/o Judge LeeAnn Jones
County Judge
110 Sycamore, Room 216-A
Carthage, TX 75633

The Proposer awarded the Contract, prior to execution of the Contract, must provide proof of commercial liability insurance in the amount of One Million Dollars (\$1,000,000.00), along with any other required insurance coverage specified in the Contract.

The County reserves the right to waive any informalities or irregularities of Proposals, to request clarification or information submitted in any Proposal, to request additional information from any Proposer, or to reject any or all proposals, and to re-advertise for Proposals. The County also reserves the right to extend the date or time scheduled for the opening of Proposals and, to the extent authorized by law, to negotiate contract terms with the Proposer.

The award of a contract, if made, will be to the responsible and responsive Proposer submitting the Proposal which is deemed by the County, in the sole discretion of the County, to be the most advantageous to the County, price and other factors being considered

F. Evaluation Criteria.

1. Minimum Standards for Responsible Prospective Proposers

- a. Adequate financial resources to perform all duties and obligations
- b. Ability to comply with approved delivery schedule
- c. Established record of performance
- d. Established record of integrity and ethics

2. Relative Weighting of Evaluation Criteria

- a. **35%** Proposer's Qualifications/Experience/Performance History and Financial Status
- b. **25%** Proposed Pricing
- c. **20%** Demonstrated ability to meet needs of County as it grows through enhancements and upgrades
- d. **20%** Proposer's support services, including experience and skills of support

service and personnel

II. FUNCTIONAL AND TECHNICAL SPECIFICATIONS

The Proposer, by submitting a proposal, represents that the goods and services offered in the Proposal meets or exceeds the following Specifications.

The specifications stated in this RFP are intended to provide proposers with sufficient information to enable them to prepare and acceptable response to this RFP.

A. FUNCTIONALITY The Proposed Application Software must include the following functions and features-

Maintaining dockets for the Justice of the Peace Courts, managing collection, inquest, and warrant activities, provide for customized reporting and accessibility of records, imaging, creation of forms, online payment collection, and backing-up, preserving and protecting information in accordance with applicable legal requirements.

The Court Management System must have web-based components that will allow the public to access certain case information and to make payments online, and to allow members of the judiciary and administrative staff of the County to access and perform essential operations through the Court Management System remotely.

1. The Proposed Hardware must be capable of operating the Application Software.
2. The Proposed training and support must be sufficient to ensure the most efficient use of the Court Management System without delaying the functions of the Panola County Justice of the Peace Courts.
3. The Court Management System must have the capacity to integrate County data stored through its current court management software. The installation and implementation of the Court Management System must include the conversion of the County's data from the current Court Management System for accessibility and usage within and by the Combined System
4. Docket Maintenance. The System must provide the capabilities to maintain dockets for the following functions of the Courts:
 - a. Justice Court Criminal
 - b. Justice Court Civil
 - c. Small Claims Court Civil
 - d. Misdemeanor/Warrant
 - e. Eviction
 - f. Administrative Hearings
 - g. Examining (Felony)
 - h. Bail Settings
 - i. Mental Commitments
 - j. Juvenile

- k. Hot Checks
- l. Miscellaneous

B. Collection and Fee Maintenance. The System must provide capabilities for the following Court operations relating to collections and fees:

- 1. Automatic distribution of state fees
- 2. Electronic posting of payments
- 3. Prorating of court costs
- 4. Computer generated live receipts
- 5. Miscellaneous over the counter fee collection
- 6. Complete payment history
- 7. Accounting for partial payments
- 8. Post credit for jail time or community service
- 9. Post credit card payments through direct deposit.

C. Inquest Maintenance. The System must provide the following capabilities for the Courts' inquest functions:

- 1. Maintenance of pertinent inquest information
- 2. Maintenance of unlimited testimony information
- 3. Maintenance of unlimited Justice findings
- 4. Ability to access cases by name, inquest number or date
- 5. Printing of inquest transcript

D. Warrants. The System must provide the following capabilities to support the Courts' warrant operations:

- 1. Ability to automatically file and maintain needed Failure to Appear cases
- 2. Ability to add necessary collectible information
- 3. Printing of failure to appear and violations of written promise to appear
- 4. Printing of complaints for Failure to Appear.
- 5. Printing of warrant worksheet list
- 6. Printing of list of cases eligible for Non Resident Violation Compact.

E. Accessibility of Records. The System must allow the user the ability to access records as needed by:

- 1. Defendant
- 2. Plaintiff
- 3. Case number
- 4. Personal Identification Number
- 5. Ticket Number
- 6. Driver's license

F. Docketing. The System must allow the user to schedule, search, produce reports from, and complete other essential functions with respect to the dockets. The docketing capabilities of the System shall include, at a minimum:

1. Calendaring by cases set for trial
2. Create docket book by all types of disposed cases with index
3. Create docket book by all types of cases within a user defined range with index
4. Generate and print a cases dismissed report
5. Generate and print a summary description of cases filed within a given date range
6. Generate and print a list of warrants by officer
7. Generate and print a list of current warrants by case type
8. Generate and print the Texas Judicial Council Monthly report.
9. Generate and print automated reports for convictions
10. Print labels for shucks
11. Generate and print judgment search listing for credit bureau searches
12. Generate and print various legal documents as needed by the Courts including
 - a. Hot Check warrants
 - b. Felony warrant
 - c. Citations
 - d. Mailed summons
 - e. Citations
 - f. Subpoenas
 - g. Abstracts of judgment
 - h. Second notices automatically selected 14 days after filing date
13. The ability to generate forms will include the ability to design forms and merge information from case files.

G. Collections. The System will allow the user to generate the following types of reports:

1. Collections
2. Accounts receivable
3. Current status report of cases for any given officer
4. Spread sheet collection report
5. GASB-34
6. Jail time credit
7. Community service credit
8. Collections by direct deposit
9. Collections by treasury account

H. On-line Payment and Delinquent Collection. The System must support the receipt of on-line payments and delinquent collections by including the following capabilities:

1. Defendants able to inquire, plead and pay fines for Justice Court on-line. This function must include real time information and be available 24/7
2. Payments made online must be posted immediately to individual cases and be

viewable by the Court.

3. System will not allow users to post incorrect cases, courts, or payment amounts.
4. County must be able to generate reports for payments made and received in real-time to ensure that Court has most current information when handling cases.
5. Allow for tracking of collections fees that may be applied to balances if the County uses a third-party debt collection service.

I. Attorney/Bondsmen Maintenance. The System must have the capabilities to:

1. Maintain attorney/bondsman name, address and telephone number
2. Print listing of all attorneys and bondsmen
3. Generate list of attorney/bondsman by case
4. Show attorney/bondsman information on each docket.

J. Imaging System. The System shall include an integrated imaging system that will provide the following capabilities:

1. Assist the County in moving towards a paperless environment
2. Ability to attach and retrieve images specific to single cases
3. Image-types that can be incorporated into case files will include documents, photographic images, and video.

K. MINIMUM REPORTING REQUIREMENTS

1. The Application Software shall provide standard reports as well as an ad-hoc reporting tool used for user defined reports that can be sorted, grouped or filtered on all data elements or combination of data elements by the user on an as needed basis.

2. The Application Software shall provide the ability to export report content and other data to MS Excel, MS Word, PDF, HTML, and other file formats.

3. The Application Software shall be able to produce up-to-the-minute historical reports that include summary and/or detailed information based upon user-defined parameters.

4. The Application Software shall be able to produce reports from archival information going back at least three (3) years.

5. The Application Software should provide an easy-to-use tool to extract data from any data field user-defined reports.

6. Reports by Date / Offense. The System must allow the user to generate and print reports based on criteria relating to date ranges and offense/charge type.

7. State Mandated Reporting. The System must allow the user to generate any and all reports required by the State of Texas, as those requirements may be updated or changed from time to time. The Vendor shall modify the System in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the State of Texas.

8. OCA Reporting. The System must allow the user to generate and print reports for yearly Office of Court Administration ("OCA") reporting to balance what has been done monthly, and must accommodate changes in any reporting requirements as may be made from time to time by the OCA.

L. **HB 1295** The System shall maintain records for HB 1295 compliance and shall allow the user to generate reports to ensure compliance.

M. SECURITY

The proposed Court Management System must allow the County to protect sensitive personal information and confidential documents in accordance with all applicable laws. In addition, the Court Management System must be able to control what actions a user can perform on a document. Data encryption must be FIPS compliant.

N. TRAINING

1. The Vendor shall provide on-site training to County personnel and should cover all aspects of the System , including but not limited to configuration, data entry, workflow/notifications, querying, reporting (including ad-hoc reporting tools), and technical functions

2. The training shall be live and in person.

3. The Vendor shall provide the training program in accordance with a schedule approved by the County. The County Staff receiving training should receive high level familiarization training before the County accepts the System as well as in-depth training to enable the County to make informed decisions regarding Court Management System configuration and use that meet the needs of the County.

O. SUPPORT AND MAINTENANCE

1. The Vendor shall provide telephone support during the hours of Monday through Friday, 8 a.m. through 5 p.m. Central Time

2. The Vendor response time should be within four (4) hours, and a resolution provided within forty-eight (48) hours of the initial support request, unless the Vendor notifies the County within the forty-eight (48) hour period that it will not be able to provide a resolution within such period of the initial support request, in which event the Vendor shall use its best efforts to provide a resolution as soon as reasonably possible.

3. Support shall include but is not limited to, free software upgrades, patches, scripts, and any other form of support to resolve the support request.

P. ARCHIVING

1. The System should allow for at least three (3) years of online data and provide for the restoration of archived data

2. The System should also provide the capability of archiving and purging selected data

3. The System shall provide for the backing-up of data and accessibility of data following an unforeseen event. This capacity may consist of both physical and cloud based storage.

Q. EXPANSION AND SPARE CAPACITY:

1. The Vendor shall design the Court Management System in such a manner that it will handle up to a 25% increase in operational capacity size (e.g., adding additional online data) and that the increase in the capacity of the Application Software will not adversely affect

performance or availability or require design modifications

2. The Vendor shall design the Application Software to accept additional users without an adverse effect on the System or the overall Court Management System design.

R. DOCUMENTATION

1. The Vendor shall supply to the County all necessary documentation to allow the County to independently operate the Application Software.

2. The Vendor shall provide such documentation in both paper and when available, electronic formats prior to the County's acceptance of the System. The following documentation shall be provided, in a searchable format for future modification and upkeep:

a. Implementation plan and schedule to include resource requirements, milestones and detail tasks necessary to meet the requirements set forth in the Proposal. The plan and schedule shall include the Vendor and implementation team members

b. Weekly Status Reports for the Vendor's implementation activities

c. User documentation.

d. Training Plan and Training manuals.

e. Application Software administrator documentation.

f. Detailed Court Management System manuals that shall thoroughly explain and document setup, configuration, use and maintenance of the System.

g. Detailed Court Management System and database architecture and configuration design, including an entity relationship diagram or detailed schematic for all database tables used in the System.

h. Detailed documentation for System installation and integration, both internally and with external applications. Detailed installation instructions shall be provided for all software components, including client computers, network servers, peripheral devices, databases and any other Vendor supplied utilities or existing customer assets which are required for the software to be implemented and supported by the County's Information Technology department.

i. Detailed documentation of backup, restore, refresh and/or recovery procedures.

j. Detailed documentation of all standard and custom interfaces.

k. Detailed Court Management System and performance test procedures.

l. Inter-operation test procedures.

m. Acceptance test procedures.

n. On-line Help Documentation shall be provided in an industry standard with a searchable help format. On-line Help Documentation should allow modification for County specific help instructions.

o. The County has the right to use the same documentation and materials and to reproduce and provide access of the same to its agents, representatives, contractors and potential contractors.

S. SYSTEM INSTALLATION

1. The Vendor shall coordinate with the in the County the installation, calibration, programming and testing of the System.

2. The Vendor shall submit with its proposal a schedule for the installation and implementation of the System that includes specific tasks and milestones

T. ACCEPTANCE TESTING

1. The County shall give the Vendor written notice of acceptance or non-acceptance of the Court Management System (the "Acceptance Period") within thirty (30) days of the Vendor's written notification of the County of the completion of the implementation

2. The County shall not refuse to accept the Court Management System unless, in the sole discretion of the County, all or portions of the Court Management System fail to substantially perform in accordance with the criteria set forth in this Specification and the other Contract Documents

3. Any notice of non-acceptance shall describe the failure of the Court Management System in reasonable detail and the County shall provide the Vendor with documentation and explanations, together with underlying data, to substantiate the failure and to assist the Vendor in its efforts to diagnose and correct the failure. Vendor shall have three days within which to correct any such failure (the "Cure Period")

4. If, within the Cure Period, the Vendor does correct the failure, then the Vendor shall give written notice to the County certifying that the failure has been corrected, and another Acceptance Period of the same duration as the initial Acceptance Period shall begin upon delivery of the corrected Application Software or Hardware to the County. The County, at its discretion, may terminate the contract if the Vendor does not correct the failure during any Acceptance Period following the initial Acceptance Period.

5. Each Court Management System component shall be tested by the County for functionality and integration with the County's current databases. Acceptance of any part or the entirety of the Court Management System by the County shall not excuse Vendor from performing in accordance with its warranties and representations.

- a. These tests shall include but are not limited to the following
- b. Testing of all System components and requirements.
- c. Testing of ad-hoc and standard reporting tool.
- d. Record and field locking.
- e. Back-up and restore capabilities.
- f. On-line help capabilities.
- g. Audit trail capabilities
- h. Security.

U. CONFIDENTIAL INFORMATION

1. In the course of performing the Contract work, the Vendor may gain access to security-sensitive and other confidential information of the County.

2. The Vendor agrees to hold all County data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Vendor's non-disclosure obligations.

3. The Vendor shall seek the County's prior written consent before using for any purpose other than the fulfillment of the Vendor's obligations hereunder, or before releasing, disclosing, or otherwise making such confidential information available to any other person

4. The Vendor shall employ such practices and take such actions to protect the County's confidential information from unauthorized use or disclosure as the Vendor employs and takes to protect its own confidential information, but in no event shall the Vendor use less than reasonable efforts to protect the confidentiality of the County's confidential information

III. PROPOSAL CONTENTS

Each Proposer shall submit with its Proposal the information and documents described below. The information shall be submitted on one-sided 8½" x 11" pages. The information presented in the Response should follow the order by which the information is requested in this RFP. Where the information requested is to be delineated in a table, the Proposer shall use the tables provided. The Proposer may supplement the responses with additional pages as needed. The Proposer is required to complete and include responses to the Proposal Price Worksheet included herein.

The pages of the Proposal must be numbered and responses to each request for information must be clearly referenced. The enumerated requests for which a response is required are as follows:

1. Each Proposer shall provide with its Proposal a summary Project Plan that describes the Proposer's approach to the successful implementation of the proposed Combined System. (The implementation of the Court Management System referred to as the "project" below). Each Proposer shall, in the order below:
 - a. Identify and describe the methodology proposed for the implementation of the proposed Combined System, including a high level timeline and brief descriptions of key tasks, key milestones, key deliverables and major contingencies for the various stages of the project
 - b. Describe how the progress of the implementation of the project will be tracked and how progress is measured;
 - c. Describe how the Proposer will manage the scope of the project, including the tools used for project planning;
 - d. Describe how the Proposer will incorporate a training program and user acceptance testing in the Project Plan.
2. Each Proposer shall document its staff, experience and qualifications by providing in its Proposal a staffing plan describing the manner in which it plans to manage and staff the awarded Contract, including the resumes of key and critical personnel, to successfully complete the project objectives on a timely basis and within the agreed upon budget.
3. Each Proposer shall include a training plan documenting the approach the Proposer intends to utilize to train County implementation team members, and County personnel hired during the term of the Contract as requested by the County, in relation to features and functionality of the proposed Combined System. The training plan should include, but not limited to
 - a. The approach to training,

- b. An outline of the training and the type and number of hours of estimated training for each type of participant,
 - c. A list of training materials and manuals to be provided and how you will ensure the completeness of subject matter,
 - d. The approach to evaluating the training effectiveness, and
 - e. The media through which training will be provided.
- 4. Each Proposer describe its approach to providing successful support and maintenance for the duration of the Contract.
- 5. Each Proposer shall include the Proposal Price Worksheets included in this RFP, completed and executed as described herein.
- 6. Each Proposer shall provide the County with its technology requirements for the proposed System on the form provided. The technology requirements shall include the following:
 - a. Each Proposer shall provide the County with its Proposal technology related hardware and software requirements.
 - b. Describe the minimum, recommended, and optimal operating environment for the proposed solution, including, but not limited to, licensing, proposed modules, recommended hardware design, operating Court Management System, database and network requirements.
- 7. Each Proposer shall describe any and all tools necessary for the implementation and ongoing support of the solution, including any third-party products or software. This includes tools for customization, standard and ad hoc reporting and querying. Each Proposer shall discuss whether the tools are included in the Proposal or will need to be purchased separately.
- 8. Each Proposer must state in its Proposal its exceptions to the Contract, including each of its Appendices, as attached to and incorporated into this RFP. The County's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the County and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to: Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the County to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the County. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or

condition that they take exception to or desire to change.

9. Proposer is advised to determine if it is required under Chapter 176 of the Texas Local Government Code to file a completed Conflict of Interest Questionnaire with the County; if so, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted with Proposer's Proposal.
10. A Proposer who is awarded a Contract under this RFP must comply with the requirements of Texas Government Code Section 2252.908 and provide the County with the Proposer's disclosure certificate in accordance with Section 2252.908.

**PANOLA COUNTY, TEXAS
JUSTICE OF THE PEACE COURTS 1 AND 2 COMBINED COURT MANAGEMENT
SYSTEM
PROPOSAL PRICE WORKSHEET**

A. Software and Support

Module	License Type [*]	Total Users	Annual Cost
Total Annual Cost for Software and Support (This obligation shall commence on the date the Combined Court Management System is completely operational, tested, and accepted by the County and shall			\$

^{*} * To indicate the license type, use the following designators: "C"= Computer; "E"= Enterprise; "N" = Named User, Single Server; "O"= Other; "U" = Concurrent User

continue in effect for each 12 month period thereafter). The date on which the Combined Court Management System is accepted is the "Acceptance Date".

B. Hardware

(Provide a description of the proposed hardware that County will need to purchase to augment its current hardware and System s to ensure full functionality of the System)

Hardware	Number of Units	Price
		\$
		\$
		\$
		\$
Total Hardware Cost		\$

C. System Installation, Implementation and Training

Total Cost for Installation, Implementation and Training	\$
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PANOLA COUNTY, TEXAS

RFP XXX-XX JUSTICE OF THE PEACE COURTS 1 AND 2 COMBINED COURT MANAGEMENT SYSTEM

PROPOSAL FORM

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the County that: (i) except as may be disclosed in writing to the County with its Proposal, no officer, employee or agent of the County has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the County in connection with the submission of this Proposal or the County's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the County prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the County in the form of Contract attached (properly completed in accordance with said Proposal Documents). The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the Contract provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the County to the next ranked Proposer, or the city may re-advertise for Proposals.

The Proposer further agrees, if it fails to complete the work according to the Specifications within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer. Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by

number)

Addendum No. Date Addendum No. Date Addendum No. Date

It shall be the responsibility of each Proposer to visit the County's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

The Proposer agrees to provide the County (1) for the County's use for the duration of the Contract, all hardware, software, firmware, and software licenses for an operable and acceptable Court Management System , and (b) Implementation services, including labor, supervision (project management), installation, configuration, customization, and integration, Training, users manuals, associated documentation, on-going support and maintenance services, warranty, testing of the hardware and software, tools and equipment, and all other items necessary or proper for, or incidental to, such Court Management System , as described in the Contract Documents, including, but not limited to, the cost of the specified insurance coverage for the following:

TOTAL PROPOSAL PRICE FOR COURT MANAGEMENT SYSTEM

	Proposed Price (Printed Dollar Amount)	Proposed Price
Annual Cost of Court Management Software and Support[†]	\$	\$

	Proposed Price (Printed Dollar Amount)	Proposed Price
Installation, Implementation and Initial Training[‡]	\$	\$

	Proposed Price (Printed Dollar Amount)	Proposed Price
Total for all Hardware[§]	\$	\$

[†] To be paid on a prorated quarterly basis

[‡] To be paid through initial invoice

[§] To be paid through initial invoice

[REMAINDER OF PAGE LEFT BLANK]

Legal Business Name: _____

Federal Tax ID : _____

Address

By: _____

Printed Name: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

(Legal Name)

(Authorized Officer's Name Printed or Typed)

(Signature of Authorized Officer)

(Authorized Officer's Title Printed or Typed)

ATTEST: _____
(Secretary)

(Affix Corp Seal Here)

The Proposer is a corporation or other state-chartered business entity organized under the laws of the State of _____, and authorized by law to make this proposal and perform all work and furnish materials and equipment required under the Contract Documents. If Proposer is a foreign corporation or other business entity, the corporation or entity ____ is or ____ is not registered with the Secretary of State of the State of Texas. Foreign corporations or other foreign state-chartered business entities must be legally authorized to conduct business in the State of Texas as a condition to entering into a Contract with the County.

REFERENCES

List below ten customers in the State of Texas for whom you have provided Court Management System Implementation services in the past or with whom you are presently contracting. Ensure references below have been contacted and agree to provide the County with a reference including answers to questions posed by the County. References should relate to services of a type similar to the obligations presented in this proposal.

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

6. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

7. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

8. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

9. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

10. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

**PANOLA COUNTY, TEXAS
CONTRACT FOR
JUSTICE OF THE PEACE COURTS 1 AND 2
COMBINED COURT MANAGEMENT SYSTEM**

This Contract (the "Contract") for the sale and purchase of a Combined Court Management System ("Combined Court Management System", or "System") comprised of hardware, software, and services is by and between Panola County, Texas, (hereinafter, "County"), and _____ (hereinafter "Vendor"), with its principal place of business at _____. This Contract is based on Panola County RFP xx-xx (the "RFP"), any and all addenda to the RFP, the Vendor's Proposal made in response to the RFP, and the Vendor's Best and Final Offer, each of which is fully incorporated herein.

**ARTICLE I.
TERM, PRICING, PAYMENT**

A. Term of Contract

1. **Installation and Implementation Period.** Vendor shall commence with installation and implementation of the System in accordance with the Specifications stated in the RFP (the "Specifications"), including the provision of any required training for County employees, on or about _____, 2017 (the "Start Date") and proceed continuously until the Combined Court Management System is completely operational and accepted by the County.

2. **Acceptance by the County.** After the Vendor has demonstrated to the County's satisfaction that the System has been installed and implemented in accordance with the Specifications and has provided all initial training to County employees, the County will acknowledge in writing its acceptance of the System. The Vendor must complete installation and implementation of the System within the six month period immediately following the Start Date. The date on which the County notifies the Vendor in writing of its acceptance of the System is hereafter referred to as the "Acceptance Date."

3. **Contract Term.** The initial term of the Contract shall be for a period that expires 12 months following the Acceptance Date. The Contract shall automatically renew on an annual basis for four (4) additional twelve-month terms, for a total lifetime term of five (5) years following the Acceptance Date.

4. **Month-to-Month Option.** The County, at its sole discretion, at the end of any term, or upon the expiration or termination of the Contract for any reason, will have the option of extending the Contract on a month-to-month basis for a period not to exceed 12 months. Notice of each month-to-month extension shall be given on or before the 15th day of the month preceding the extension. The County requires pricing to remain firm for the duration of the Contract.

B. Product and Service Offerings.

1) All goods and Services provided under this Contract shall meet the Specifications. The term "Services" as used in this Contract means the installation, implementation, training, and maintenance services to be provided by the Vendor under this Contract.

2) Vendor shall not install or implement any Hardware or Software, or improvements, upgrades, or extensions to any Hardware or Software, other than what is described in the Specifications and set out in Schedule 1, without the County's prior written consent. The terms "Hardware," and "Software," as used in this Contract, shall mean the hardware and software provided by the Vendor under this Contract and specified in Schedule 1.

3) 10% Limit. If the Vendor proposes a New Version, as that term is defined in Schedule 2, for inclusion into the System, the County's Total Annual Cost for the Software and Support, as specified in Schedule 1, shall not increase by more than 10%.

4) 25% Limit. Vendor shall not propose for inclusion into the System any New Versions, or new hardware, if the inclusion of the New Version or new hardware would, when considering any and all other additions to the System proposed by the Vendor, increase the Total Contract Amount by more than 25% during any 12 month Contract term. The term "Total Contract Amount," means, if during the first year of the Contract, the combined sum of the "Total Cost for Installation, Implementation, and Training," "Total Annual Cost for Software and Support" and "Total Hardware Cost," as each is identified in Schedule 1, and any additional costs incurred by the County under this Contract during the initial year. For subsequent Contract years, the term "Total Contract Amount," means the combined sum of the "Total Annual Cost for Software and Support" as specified in Schedule 1, and any other costs incurred by the County under this Contract during the relevant 12 month Contract term.

5) The immediately preceding subsections I, B, (3) and (4), *10% Limit*, and *25% Limit*, shall not apply to any changes to the System necessitated by changes in applicable State or Federal law.

C. Quantities and Pricing.

All goods and Services provided under this Contract shall be provided by the Vendor in the quantities and at the prices shown in Schedule 1, attached hereto. The prices shown in Schedule 1 shall remain unchanged for the duration of the Contract.

D. Invoices, Payments, Ownership of Hardware.

1. *Invoices*. (a) Invoices shall be submitted by the Vendor directly to the County and shall be issued in compliance with Chapter 2251, Texas Government Code. Invoices shall be submitted on a quarterly basis (once every three calendar months) with the first invoice being submitted no later than the 15th day of the calendar month immediately following the month of the Acceptance Date.

(b) *Initial Invoice*. The first invoice shall consist of: (i) the Total Hardware Cost, as specified in Schedule 1, in a total amount not to exceed \$_____ ; (ii) the Total Cost For Installation, Implementation and Training, as specified in Schedule 1, in a total amount not to exceed \$_____ ; and (iii) ¼ of the Total Annual Cost for Software and Support, as specified in Schedule 1, in a total amount not to exceed \$_____.

1) The Vendor, within five (5) days of receiving the County's payment for the initial invoice, shall provide the County with a written receipt acknowledging the County's purchase and full ownership of the Hardware.

2) The County's ownership of the Hardware following its payment of the initial

invoice is not dependent on the Vendor's provision of a written receipt.

(c) *Subsequent Invoices*. The second quarterly invoice and all subsequent invoices shall be for ¼ of the total cost for Court Management Software and Support in an amount not to exceed \$ _____ for each such invoice.

2. *Payments*. The County shall comply with Chapter 2251, Texas Government Code, in making payments to the Vendor. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments by either direct payment from the Vendor or by set-off.

ARTICLE II. LICENSE PROVIDED

A. Definitions.

For the purposes of this Article II to the Contract, the below terms are defined as follows. All other defined terms used shall have the same meaning as given elsewhere in this Contract:

1. "Confidential Information" in addition to any information designated as confidential under Article IV of this Contract, means all trade secrets and any other proprietary information supplied to County by Vendor, including all items defined as "confidential information" in any other agreement between County and Vendor whether executed prior to or after the date of this Contract.
2. "Documentation" means any instructions manuals or other materials, and on-line support files regarding the use of the System that is provided by Vendor, and includes the "Software-related-Documentation."
3. "Site" or "Sites" means the physical location(s) of one or more CPUs at which County is entitled to Use the Software.
4. "Software Maintenance", means the services described in Schedule 2 of the Contract, Maintenance Terms.
5. "Software-related-Documentation" means Documentation relating specifically to the Software.
6. "Update" means error corrections or fixes to the version of the Software specified in Schedule 2 of the Contract.
7. "Use" or "To Use" means utilization of the Software by County for its own internal information processing services and computing needs.

B. Grant of License

1. Upon County's acceptance of the System, Vendor shall grant the County a non-exclusive, perpetual, limited, non-transferable license for the number of users specified in Schedule 1 ("Users") to: (1)

Use the Software on the County's database servers and application servers (the database servers and application servers shall be referred to as the "Enterprise"), and (2) use the Documentation in connection with Use of the System. To the extent allowable under applicable retention laws and County policies, the County may copy, in whole or in part, any printed material relative to the System that may be provided by Vendor under this Contract solely for its internal purposes in connection with its use of the System. Additional copies provided by Vendor will be billed to County at Vendor's standard rates. Except as provided above, use of the Software in excess of limits defined in the attached Schedule 1 requires additional fees. County's license for the Software and Software-related-Documentation is to use the Software and Software-related-Documentation in its own business; County has no right to use the Software or Software-related-Documentation in processing work for third parties.

2. The County agrees to keep the original and any copies of the Software at the same location as the County's designated servers, except that a machine-readable copy of the Software may be kept at another facility for archive or emergency restart purposes only. However, if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all Software will be deleted from the backup servers and returned to the Enterprise

3. The Vendor shall issue to County, as soon as practicable after the Effective Date, the number of machine-readable copy or copies of the Software set forth in Schedule 1, for use at the Sites only, along with the accompanying Software-related-Documentation.

4. The County shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Users identified in the Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except: (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software and/or training on the Software, provided such copies shall not be used in a live production environment. To the extent allowable under required retention laws and policies, County may not otherwise copy the Software, except as permitted by this Contract. All copies of the Software will be subject to all terms and conditions of this Contract. Whenever the County is permitted to copy or reproduce all or any part of the Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

5. The County may increase the number of authorized Users by modification of Schedule 1 and paying in full the applicable fees in accordance with Schedule 1 of the Contract. Upon signing the modification and paying in full the applicable fees, Vendor shall have the right to monitor the revised number of Users as set forth in that modification.

C. Additional Software.

In the event the County decides to acquire from the Vendor rights to Software in addition to that indicated in Schedule 1 as of the Effective Date (the "Additional Software"), the parties shall modify Schedule 1 to include the Additional Software. The terms and conditions of this Contract, including but not limited to Article I, B, shall apply to the Additional Software upon execution of such modification of Schedule 1.

D. License Restrictions.

County agrees that it will not itself, or through any third party:

1. Sell, lease, license or sublicense the Software or the Documentation, except as authorized by Vendor;
2. Decompile, disassemble, or reverse engineer the Software, in whole or in part;
3. Allow access to the Software by any User other than County's employees for County's internal purposes, except as authorized by Vendor;
4. Write or develop any derivative software of any other software program based upon the Software or any Confidential Information of the Vendor;
5. Use the Software to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis;
6. Provide, disclose, divulge or make available to, or permit use of the Software by any third party without Vendor's prior written consent; or
7. Modify the Software.

E. Fees and Payments.

In consideration of the license granted pursuant to this Article II, County agrees to pay Vendor the fees specified in Schedule 1 under Section B, Software and Support in accordance with the invoice schedule specified in the preceding Article I, D of this Contract.

F. Non-Disclosure.

1. To the extent allowable under the Texas Public Information Act, County acknowledges that the Confidential Information constitutes valuable trade secrets and County agrees that it shall use Confidential Information solely in accordance with the provisions of this Contract and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without Vendor's prior written consent. County agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, County bears no responsibility for safeguarding information that is publicly available, already in County's possession and not subject to a confidentiality obligation, obtained by County from third parties without restrictions on disclosure, independently developed by County without reference to Confidential Information, or required to be disclosed by order of a court or other governmental entity or process.

2. Vendor acknowledges that, in the course of its performance of this Contract, it may become privy to certain information that County deems proprietary and confidential. Vendor agrees to treat all such information that is identified as proprietary and confidential in a confidential manner and will not disclose or permit to be disclosed the same, directly or indirectly, to any third party without County's prior written consent. However, Vendor bears no responsibility for safeguarding information that is publicly available,

already in Vendor's possession and not subject to a confidentiality obligation, obtained by Vendor from third parties without restrictions on disclosure, independently developed by Vendor without reference to such information, or required to be disclosed by order of a court or other governmental entity.

G. Intellectual Property Matters

1. Definitions.

a. "Work Product" means any and all deliverables produced by Vendor for County under a Statement of Work pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract under this Contract (but for the avoidance of doubt, not the Vendor IP being licensed under the Software License Contract), including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to County under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of County in connection with this Contract, or with funds appropriated by or for County or County's benefit: (a) by any Vendor personnel, or (b) any County personnel who then became personnel to Vendor or any of its affiliates or subcontractors, if creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with County.

b. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

c. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to County under this Contract.

d. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services under this Contract or Work Product to County and prior to receiving any documents, materials,

information or funding from or on behalf of County relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for County hereunder and were not created, prepared, developed, invented or conceived by any County personnel who then became personnel to Vendor or any of its affiliates or subcontractors, if although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with County.

2. *Ownership.* As between Vendor and County, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by County, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by County. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to County all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and County shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and County do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. County shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and County, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

3. *Further Actions.* Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by County to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to County to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by County. In the event County shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to County's request for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints County and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to County is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. County shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at County's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

4. *Waiver of Moral Rights.* Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor

acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5. Confidentiality. All documents, information and materials forwarded to Vendor by County for use in and preparation of the Work Product, shall be deemed the confidential information of County, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of County.

6. Injunctive Relief. This Contract is intended to protect County's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to County's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by County, without requiring proof of irreparable injury as same should be presumed.

7. Return of Materials Pertaining to Work Product. Upon the request of County, but in any event upon termination or expiration of this Contract, Vendor shall surrender to County all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by County to Vendor, including all materials embodying the Work Product, any County confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by County or by anyone else that pertains to the Work Product.

8. Third-Party Underlying and Derivative Works. To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the County, or shall obtain from the applicable third party for County's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for County's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to County in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify County on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide County with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

9. Contract with Subcontractors. Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the County promptly upon request.

10. *License to County.* Vendor grants to County, a perpetual, irrevocable, royalty free license, solely for the County's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to County in conjunction with the Work Product.

11. *Vendor Development Rights.* To the extent not inconsistent with County's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of County therein are infringed by such competitive materials. IN NO EVENT MAY VENDOR USE OR RETAIN ANY INFORMATION OF COUNTY IN ANY FORM OR MANNER WHATSOEVER. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of County therein in order to offer competitive goods or services to third parties, Vendor and County agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

Article III. Maintenance

A. Scope of Maintenance Services.

1. The Vendor will provide the Maintenance as described in Schedule 2.
2. All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by the Vendor shall remain the proprietary property of the Vendor. Restriction of this proprietary property does not limit the County from making such copies of programs, documentation, and software-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of the Vendor.
3. *County Responsibility for Environment.* To operate the supported software, the Vendor will provide County with a definition of minimum requirements for the County's environment, infrastructure and related applications, which include, but are not limited to, County's operating system, database tools, and other support tools. County must meet those minimum requirements or the Vendor may decline to provide Maintenance. The Vendor has no obligations to upgrade the supported software because of County's changes to its environment, infrastructure and related applications, including, but are not limited to, County's operating system, database tools and other supported tools.
4. *Software Maintenance Fee – Paid Up License.* In consideration of the Maintenance services to be provided under this Contract, County shall pay to the Vendor in accordance with Schedule 1 of the Contract.
5. *Additional Software – Paid Up License.* In the event the County requires maintenance for additional Software ("Additional Software"), this Contract will not require modification. The Software Maintenance Fee due in accordance with Schedule 1 of the Contract shall be calculated to prorate the amount of the annual maintenance fee for the Term remaining under then current term of the Contract.

ARTICLE IV.

RESPONSIBILITIES, WARRANTIES, ENFORCEMENT OF CONTRACT

A. Indemnification

1. ACTS OR OMISSIONS

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE VENDOR OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE COUNTY WHEN THE COUNTY IS NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE COUNTY. VENDOR AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

2. INFRINGEMENTS

a) VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND/OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE COUNTY WHEN THE COUNTY IS NAMED IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE COUNTY.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or Service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to County's specific instructions, (iv) any intellectual property right owned by or licensed to County, or (v) any use of the product or service by County that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or County provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against County, shall), at Vendor's sole option and expense: (i) procure for the County the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that County's use is non-infringing.

3. PROPERTY DAMAGE.

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF COUNTY OR THE COUNTY DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE COUNTY'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE COUNTY AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE COUNTY OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/Unemployment Insurance

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE COUNTY AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY COUNTY.

VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY'S AND/OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE COUNTY WHEN THE COUNTY IS NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE COUNTY. VENDOR AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

1. Vendor certifies that:

a) they have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract ;

b) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract ;

c) all equipment and materials used in fulfilling the requirements of this Contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and consistent with or better than applicable industry standards, if any;

d) that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

2. During the term of the Contract, Vendor shall, for itself and on behalf of its subcontractors promptly disclose to County all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

D. Warranty- Software, Services, Hardware

1. *Software.* a) The Vendor warrants that any Software delivered to County will operate according to the documentation and product literature provided by the Vendor. If the County determines and notifies the Vendor that the Software does not operate according to the Specifications or documentation provided by the Vendor, the Vendor will, at its option and expense, apply reasonable efforts to design, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. County shall report all errors or other defects in the Software to the Vendor immediately upon their discovery. The Vendor does not warrant Third Party Software. The Vendor will transfer any warranty provided by the licensor of any Third Party Software to County. Third Party Software is software that is not proprietary to the Vendor.

b) The Vendor warrants that during the term of the Contract any Software components of the System that are developed and owned, or provided by, the Vendor will be free from material errors that would prevent the operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by the Vendor. The provisions of this warranty shall survive the termination of the Contract

2. *Services.* The Vendor warrants that the Services provided under this Contract shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided County has delivered to the Vendor timely notice of such breach as hereinafter required, the Vendor shall, at its own expense, in the County's discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to County that portion of the Price received by the Vendor attributable to the non-conforming Services. No warranty claim shall be effective unless County has delivered to the Vendor written notice specifying in detail the non-conformities within 90 days after noticing the performance of the non-conforming Services.

3. *Hardware.* Vendor shall secure from the applicable Hardware manufacturers, and assign and pass through to the County, at no additional cost to County, such warranties as may be available with respect to such Hardware. Such assignment shall not, however, relieve Vendor of any of the warranty obligations contained elsewhere in the Contract. In the event such warranties are not assignable to the County, Vendor shall enforce, as necessary, such warranties on behalf of the County.

4. *Secure Erasure of Hard Disk Products and/or Services.* Vendor agrees that all Hardware equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such Hardware.

5. The warranties in this Article IV are in addition to and supplemental to any other warranties stated elsewhere in this Contract.

E. Warranty-Price

1. The Vendor warrants the prices quoted in its response to the RFP are no higher than the Vendor's current prices on orders by others for like goods or services under similar terms of purchase.

2. The Vendor certifies that the prices quoted in its response to the RFP have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

3. In addition to any other remedy available, the County may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items in excess of the Vendor's current prices on orders by others for like goods or services under similar terms of purchase.

F. Ability to Conduct Business in Texas.

Vendor shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

G. Equal Opportunity Compliance.

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

H. Responsibility for Actions.

1. Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of County.

2. Vendor covenants to fully cooperate with County to update and amend the Contract to accurately disclose the status of conflicts of interest.

I. Confidentiality/Protection of Personal Information/Ownership of Data

1. Vendor acknowledges that the County is a governmental body as defined by Texas Government Code, Section 552.003 and is subject to the Texas Public Information Act.

2. Under the terms of the Contract, County may provide Vendor with information related to the County. Vendor shall not re-sell or otherwise distribute or release County information to any party in any manner.

3. To the extent that Vendor shall manage or store any information that is collected by the County that includes "Personal Identifying Information," or "Sensitive Personal Information," as those terms are defined in Chapter 521 of the Texas Business and Commerce Code, as may be amended ("Chapter 521"), Vendor shall be responsible for fulfilling all of its duties and obligations with respect to the protection of such information and with complying with all requirements relating to notice or any other obligation under Chapter 521.

4. Vendor shall notify the County as soon as reasonably possible, in light of the legal obligations of the County and the Vendor to protect Personal Identifying Information and Sensitive Personal Information, if Vendor becomes aware of any legitimate threats to information collected by the County as that information is used or stored through the System.

5. Vendor shall notify the County as soon as reasonably possible, in light of the County's obligations to protect Personal Identifying Information and Sensitive Personal Information, and to comply with the Texas Public Information Act, of any requests made to the Vendor for information collected by the County that is used or stored through the System.

6. County is the sole owner of any data that it collects and saves, manages, or manipulates through the System. Vendor shall have no claim to data collected by the County that is entered into or otherwise linked to the System.

J. Security of Premises, Equipment, Data and Personnel.

Vendor may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the County. Vendor shall use its best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the County, in accordance with the instruction of the County. Vendor shall be responsible for damage to County's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor fails to

comply with County's security requirements, then County may immediately terminate the Contract.

J. Background and/or Criminal History Investigation.

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the County under the Contract may be performed by the County. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the County under the Contract not be acceptable to the County as a result of the background and/or criminal history check, then County may immediately terminate this Contract and related Service Contract or request replacement of the employee or subcontractor in question.

K. Limitation of Liability.

For any claims or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the County shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Required Insurance Coverage.

As a condition of this Contract with the County, Vendor shall provide the listed insurance coverage within the five (5) business days prior to execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any County premises and/or use employer vehicles to conduct work on behalf of the County. Vendor may not begin performance under the Contract until such proof of insurance coverage is provided to, and approved by the County. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The County will be named as an Additional Insured on all required coverage. Required coverage must remain in effect through the term of the Contract. The minimum acceptable insurance provisions are as follows:

1. Commercial General Liability.

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. The policy shall contain the following provisions:

- a) Blanket Contractual liability coverage for liability assumed under the Contract;
- b) Independent Contract or coverage;
- c) County listed as an additional insured; and

- d) Waiver of Subrogation

2. *Workers' Compensation Insurance.*

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY PER EMPLOYEE AND \$1,000,000 PER POLICY LIMIT.

3. *Business Automobile Liability Insurance.*

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of County:

- a) Waiver of Subrogation; and
- b) Additional Insured.

M. Use of County Property.

Vendor is prohibited from using the County's equipment, the customer's location, or any other resources of the County for any purpose other than performing services under this Contract. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using County long distance services. Any charges incurred by Vendor using the County's equipment for any purpose other than performing services under this Contract must be fully reimbursed by Vendor to the County immediately upon demand by the County. Such use shall constitute breach of Contract and may result in termination of the Contract and other remedies available to County under the Contract and applicable law.

N. Contract Enforcement.

1. *Enforcement of Contract and Dispute Resolution*

a) If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

b) If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation

skills to assist with resolution of the dispute. Should they choose this option, the County and the Vendor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The County and the Vendor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

2. *Jurisdiction and Venue.*

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Panola County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the County to seek and secure injunctive relief from any competent authority as contemplated herein

O. Termination.

1. *Termination for Non-Appropriation.* County may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body of the County.

2. County may terminate the Contract, in whole or in part, by giving the other party thirty (30) *Termination for Convenience* calendar day's written notice.

3. *Termination for Cause.* Either County or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract

P. Force Majeure.

County or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**ARTICLE V.
MISCELLANEOUS**

A. Notification.

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated below.

If sent to the County:

Judge LeeAnn Jones
County Judge
110 Sycamore, Room 216-A
Carthage, TX 75633
leeann.jones@co.panola.tx.us

With copies to:

Judge Lora Taylor: lora.taylor@co.panola.tx.us

Judge David Gray: david.gray@co.panola.tx.us

If sent to the Vendor:

B. Captions.

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

C. Public Disclosure.

No public disclosures or news releases pertaining to this Contract shall be made by Vendor without prior written approval of the County.

D. Product and/or Services Substitutions.

Substitutions are not permitted without the written permission of County.

E. Entire Contract.

Contract, including all of the appendices and exhibits incorporated therein, shall constitute the entire agreement between County and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract shall be binding or valid.

F. Modification of Contract Terms and/or Amendments.

The terms and conditions of the Contract shall govern all transactions by the County under the Contract. The Contract may only be modified or amended upon mutual written agreement of County and Vendor.

G. Invalid Term or Condition

1. To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, County makes no representations or warranties regarding the enforceability of such term or condition and County does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2. If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

H. Assignment.

The County or the Vendor may assign the Contract without prior written approval as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

I. Survival.

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and County under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to and any and all payment obligations invoiced prior to the termination or expiration hereof; Vendor's obligation to work in good faith with subsequent software or service providers of the County as stated in the Contract or any escrow agreement; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

J. Limitation of Authority.

Vendor shall have no authority to act for or on behalf of the County except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts,

obligations, expenses, or liabilities of any kind on behalf of the County.

K. Independent Vendor.

Vendor acknowledges that during the existence of this Contract, it is furnishing products and services in the capacity of an independent contractor and that the Vendor is not an employee of the County.

L. Proof of Financial Stability.

County may require Vendor to provide proof of financial stability prior to or at any time during the Contract term.

M. Obligation to Transfer Data.

Vendor shall be responsible for working in good faith with any successor to this Contract or with any subsequent vendor providing functionally equivalent hardware and/or software and services as designated by the County to effectuate the transfer of any and all data stored by the County with or through its use of the Combined Court Management System. The Vendor shall work with the County to ensure that such data is preserved until any such transfer is completed.

This Contract is executed to be effective as of the date of last signature.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGES FOLLOW]

[VENDOR]

Name: _____

Title: _____

Date: _____

PANOLA COUNTY, TEXAS

Name: _____

Title: _____

Date: _____

Attachments- **Schedule 1, Quantities and Pricing**
 Schedule 2, Maintenance Terms

PANOLA COUNTY, TEXAS
 CONTRACT FOR
 JUSTICE OF THE PEACE COURTS NOS. 1 AND 2 COMBINED COURT
 MANAGEMENT SYSTEM
 SCHEDULE 1, QUANTITIES AND PRICING

A. System Installation, Implementation and Training

Total Cost for Installation, Implementation and Training	\$
--	----

B. Software and Support

Module	License Type ¹	Total Users	Annual Cost
Total Annual Cost for Software and Support (This obligation shall commence on the date the Combined Court Management System is completely operation, tested, and accepted by the County and shall continue in effect for each 12 month period thereafter). The date on which the Combined Court Management System is accepted is the "Acceptance Date".			\$

C. Hardware

D.

Hardware	Number of Units	Price
		\$
		\$
		\$
		\$
Total Hardware Cost		\$

¹ * To indicate the license type, use the following designators: "C"= Computer; "E"= Enterprise; "N" = Named User, Single Server; "O"= Other; "U" = Concurrent User

**PANOLA COUNTY, TEXAS
CONTRACT FOR
JUSTICE OF THE PEACE COURTS 1 AND 2 COMBINED COURT MANAGEMENT SYSTEM
SCHEDULE 2, MAINTENANCE TERMS**

Defined terms in this Schedule 2 shall have the same meaning as in the Combined Court Management System Contract unless stated otherwise.

1. SUPPORT SERVICES

County will authorize and identify a reasonable number of contacts who may initiate support with the Vendor. These named users must be technically capable and familiar with the products covered under this agreement. County will perform basic troubleshooting before contacting the Vendor to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. The Vendor reserves the right to decline support to County named users not authorized to initiate support.

The Vendor will provide support for the County's use of the Software after confirming County has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by the Vendor, software updates.

2. CORRECTION OF DEFECTS

For the purposes of this Section 2 of Schedule 2, *Correction of Defects*, the term "Material Defect," means a defect that is described by one or both of the following:

- a) the Software provided by the Vendor under the Contract fails to perform in conformance with and in the time required by express performance standards stated in the Specifications; or
- b) the Software fails to perform in conformance with the Specifications and this failure either deprives the County of a significant benefit of the System or results in costs to the County that exceed the price paid for the Software.

In the event the County encounters a Material Defect it shall communicate the circumstances and any supporting information to the Vendor. Upon receipt, the Vendor will take such steps as are reasonably required to correct the Material Defect. For each calendar day that the County's use of the System is substantially limited because of a Material Defect in the System, the County shall offset any amounts owing to Vendor by 1/91st of the invoiced portion of Total Annual Cost amount reflected in Schedule 1 of the Contract.

3. SOFTWARE REVISIONS AND NEW VERSIONS

- A. The Software may be revised by the Vendor as a result of (i) emergency correction of Defect, (ii)

periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the System (hereafter "Revisions").

Revisions will be provided at no additional charge during the term of the Contract.

B. New Versions ("New Versions") of the Software may be issued by the Vendor from time to time (excluding 3rd party software). A New Version substantially changes the architecture and /or coding structure of the application, and the New Version is not written as an add-on to the current software code base. The Vendor will, from time to time, release new products (including New Versions) and/or modules, which the Vendor will make available to County. If the Vendor requires the County to accept the New Version as a condition of the Vendor's ongoing support of the System, then the Vendor shall make such New Version available to the County at the then current price as stated in Schedule 1. To the extent that the Vendor wishes to recommend a New Version to the County, the pricing for such New Version shall be in accordance with Article I, B. of the Contract.

C. All Revisions and New Versions will be installed by the Vendor only with the written consent of the County.

D. If County reports a Defect to the Vendor that was not a functionality, operation or specification in the original version purchased by the County or is determined to be a Defect caused by a modification or revision or upgrade purchased by the County, then the Vendor is obligated to correct the Defect.

E. The Software is designed as a standard product and not as a customized system. The Vendor recognizes the need for some County customization; however, the Vendor reserves the right to control the design, performance, and integration of the Vendor products and, as a result, may reject County requests for modifications or enhancements that are inconsistent with the Vendor's product strategy.

F. The Vendor shall modify the Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the State of Texas at no additional charge during the term of the Contract.

5. REMOTE DIAGNOSTIC ACCESS.

The County shall provide appropriate remote access capabilities by which the Vendor may, with the permission of the County, remotely access the Software for the purpose of remote diagnostics and support.

6. PROPER USE.

A. The County agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

B. In the event that the County or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the System, although the Vendor is not obligated to correct such misuse, the Vendor may attempt to correct the situation, if possible, at County's expense.

C. In the event that diagnostic assistance is provided by the Vendor, which, in the reasonable opinion of the Vendor, relates to problems not caused by a Defect in the Software, such assistance shall be at the

County's expense.

7. ADDITIONAL SERVICES.

The County may desire to have additional modifications or minor enhancements performed at the County's expense. Specific services include requirements analysis, preparation of functional and programming specifications, software development, testing, documentation, installation, file conversion, and training. The Vendor shall provide an estimate of cost prior to performing any of the above services.

8. RESPONSE TIMES AND AVAILABILITY.

Response Time.

The Vendor shall respond to a request from the County for assistance within four (4) business hours of receipt. Response time is defined as the time it takes the Vendor to provide the Call Tracking Number to the County. For every thirty (30) minute period during all subsequent business hours that lapse without a response from the Vendor, the County shall offset amounts owed on any quarterly invoice submitted by the Vendor an amount equal to \$100.00 USD.

A. Resolution Time.

Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes the Vendor to sufficiently remedy the problem or return the System to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Elapsed time for development effort is not included in Resolution time. In the event that a resolution time is determined by both the County and the Vendor to be excessive and in meeting the County's business processes, the County may elect to terminate the Contract per Article 4 of the Contract.

B. Hours of Operation.

The Vendor shall be available for support services the Vendor shall be available for support services Monday through Friday, 8 A.M. to 5 P.M. Central Time, except for the Vendor -observed holidays, which may be revised from time to time.