



County of Panola

110 S. Sycamore • Room 216-A Carthage • Texas 75633 Phone 903-693-0391 • Fax 903-693-2726 **County Commissioners**

Ronnie LaGrone, Pct #1 John Gradberg, Pct #2

Craig Lawless, Pct #3

Dale LaGrone, Pct #4

Mary 13 , 2017

Mr. Kevin McBurnett Pritchard & Abbott, Inc. 4900 Overton Commons Court Ft. Worth, Texas 76132-3687

NOTIFICATION OF BID AWARD

This is to notify you that your firm, Pritchard & Abbot, Inc., ("P&A") has been awarded a contract by the Panola County Commissioners' Court on March 13, 2017. The Contract is for a five year period beginning April 1, 2017 and ending March 31, 2022.

The contract consists of:

- (1) The Schedule of Quantities and Prices attached to this Notification of Bid Award as Exhibit "A" (hereafter, the "Schedule of Quantities and Prices");
- (2) The Request For Proposals, Automated Ad Valorem Tax Collection System, January 9, 2017 (the "RFP") (attached hereto as Exhibit "B");
- (3) The proposal submitted by P&A, except that the "Computer Lease/License Agreement, April 1, 2017 through March 31, 2022," submitted with your proposal is not accepted and shall not form part of the contract between the County and P&A.

To the extent that item types or quantities stated in the attached Schedule of Quantities and Prices are different from what is stated in the RFP, the specifications stated in the Schedule of Quantities and Prices shall replace those respective provisions of the RFP. The pricing in the Schedule of Quantities and Prices represents the final negotiated prices and supersedes any prices stated in your proposal.

Please execute this Notification as provided below to acknowledge P&A's agreement to, and acceptance of, the terms of the contract.

[Remainder of page left blank. Signature page follows]

Pritchard & Abbott, Inc.:

Lenn M Burner

Levin M-Burner

Judge

3.13./7

Printed Name

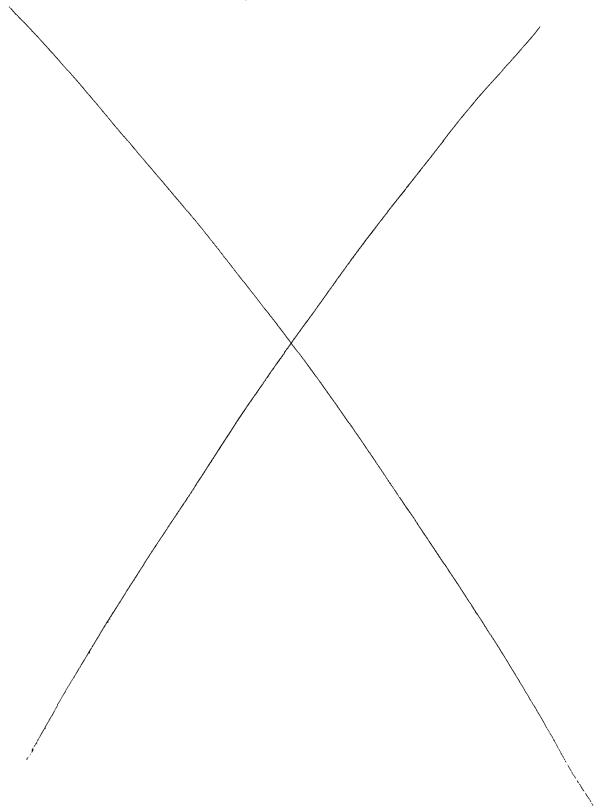
Date

3.28.17

Date

Exhibit A

Quantities and Prices



Price for Initial Term (2017)			
Leased Hardware			
7 Dell PCs	\$4,000		
Printers	\$1,800		
6 HP 400 Laser Printer	\$1,800		
1 HP 600 Laser Printer	-		
Host County Data	\$4,000		
Supplies			
Toner/Consumables	\$2,400		
12 Toner Cartridges (HP 400)			
2 Toner Cartridges (HP 600)			
Consumables Kit(s)			
Paper	\$2,900		
25 Cases of 3-hole Copy Paper			
50 Cases of copy paper			
Fold and stuff tax statements	\$21,450		
Tax Collection Web-Site	\$3,800		
Collection Software (Annual Fee)	\$66,950		
Licenses (7 users)	\$3,500		
Printing of tax rolls and statements (including software)	\$79,900		
2 Copies of tax rolls and 1 copy of detachable tax statements	7,3,300		
1 Copy of posted tax roll			
TOTAL Annual Contract Amount For Year One Effective April 1,	\$190,700		
2017 (to be paid in equal quarterly)			

Total Annual Amount for Contract Years Two through Five (Reflecting 2% annual increase)

Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
\$194,500	\$198,400	\$202,370	\$206,420

Additional Services and Supplies (Not Included in Annual Contract Amount / Invoiced Quarterly)	Unit Price		
Second Tax Notices	\$0.10 per form		
Delinquent Tax Statements (consolidated)	\$0.10 per item		
Real Estate Home Owner Statements	\$0.10 per item		
Additional Laser Copies of Taxrolls	\$0.10 per page ¹		
Delinquent Taxrolls and Binders	\$0.10 per item		
Data Tape	\$75.00 per tape ²		
Delinquent Tax Statements (consolidated)	\$0.10 per item		
Labels	\$0.10 per label		
Postage ³	(to be invoiced at cost)		
Formatting records to CD-ROM	\$50.00 per report		
Writing Records to CD-ROM	\$0.02 per page for the first 20,000		
	pages per report; over 20,000, \$0.175		
	per page per report		
Additional Copy of CD-ROM Disk	\$100.00 per disk		
Special Programming and Support (Not Included in Annual Contract Amount) ⁴			
Programming or Development	\$75.00 per hour + mileage (Hourly rate applies to travel time)		
System Analyst	\$85.00 per hour + mileage (Hourly rate applies to travel time)		
Training	\$500 per day (which includes travel time and out-of-pocket expenses)		
Hardware/Software Technician	\$55.00 per hour + mileage (Hourly rate applies to travel time)		
Virus Protection	\$75.00 per hour + mileage (Hourly rate applies to travel time)		
Conversion to Windows Tax Software ⁵	\$20,000		

¹ Laser copies of tax shall require a minimum of \$10.00 if provided at the time of the original taxroll and a minimum of \$50.00 if later.

² Data tape will be provided to the Delinquent Tax Attorney upon request and billed to the attorney, not the County

The County will reimburse the Vendor for all postage costs incurred through the contract.
 Mileage paid in association with these services shall be at the prevailing IRS standard mileage rate.
 The timing of the conversion shall be subject to the mutual agreement of the Assessor-Collector and the Vendor.

Exhibit B **Request for Proposals**

PANOLA COUNTY, TEXAS PANOLA COUNTY COURTHOUSE, ROOM 216A CARTHAGE, TEXAS 75633

JANUARY 9, 2017

REQUEST FOR PROPOSALS AUTOMATED AD VALOREM TAX COLLECTION SYSTEM

The County is seeking proposals from firms qualified and experienced in providing Automated Ad Valorem Tax Collection to provide complete services to the Office of the Panola County Tax Assessor-Collector. The services to be provided through the contract awarded under this Request for Proposals (RFP) are hereafter referred to as the "Services," and shall consist of the goods and services, including training and maintenance, that are described generally throughout this RFP and with specificity in the attached Exhibit A, Scope of Work.

I. GENERAL INSTRUCTIONS

Panola County, Texas (County) invites qualified firms to submit proposals in response to this Request for Proposals (RFP). To be considered by the County, each proposal must be sent in a sealed envelope that is plainly addressed as follows:

Automated Ad Valorem Tax Collection System RFP Proposal Review C/o Lee Ann Jones, County Judge Panola County Courthouse 110 S. Sycamore, Room 216-A Carthage, Texas 75633

The envelope must contain one (1) original and three (3) copies of the proposal. The original copy must bear an original signature of an individual authorized to submit the proposal on behalf of the proposer.

Proposals must be received by the County no later than February 13, 2017 9:00 a.m. Requests for extensions of the closing date or time will not be granted. Proposals arriving late will not be considered. 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 the Proposer.

Proposals will be opened on February 13, 2017 at 9:00 a.m., in the Commissioners Courtroom, Panola County Courthouse, Carthage, Texas during the meeting of the Commissioners Court. 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.

The County intends to protect its right to negotiate with proposers and will not make any proposal available to the public until after the contract award as required by Section 262.030(b) Local Government Code.

The County reserves the right to reject any and/or all proposals, to reschedule, extend, or cancel this RFP at any time, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the County.

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 County Commissioners Court.

USE OF TERMS

In this RFP, the terms "Contractor," "Offeror," "Proposer," and "Vendor," shall be used interchangeably to mean the entity that is submitting a response to this RFP, unless otherwise indicated by context.

CONTRACT FOR SERVICES

The contract for Services awarded under this RFP will consist of:

- This RFP, and all attachments, including Exhibit A, Scope of Work;
- Any amendments to this RFP, whether made by addenda or otherwise;
- The proposal, or any subsequently submitted and accepted best and final offer, submitted by the vendor to the extent that the proposal/best and final offer does not conflict with the terms of the RFP or any amendments to it; and
- The Notice of Award

II. PROPOSAL FORMAT

Vendors desiring to submit proposals in response to this RFP must comply with all mandatory submission requirements set out in this document. Failure to comply with any mandatory section of the RFP will subject the proposal to immediate rejection. However, any mandatory submissions are not the sole requirements of this RFP.

The Vendor shall pay all costs, direct or indirect, incurred in the preparation or presentation of the proposal(s). All supporting documentation and manuals submitted with this proposal will become the property of the County and any cost incurred will be paid by the Vendor.

A Vendor may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements of this RFP. However, additional proposals may be abbreviated in form, using the same format, but providing only that information which differs in any way from that contained in the initial proposal. Each proposal must be separately bound and identified.

It will be the responsibility of the Vendor, as the prime contractor, to insure that any and all subcontractors, if any, are responsive to the needs of the County in supplying hardware, software, equipment, programming, conversions, training, or other services as required by this proposal or any contract award arising from this RFP.

All qualified Vendors must demonstrate that their products meet the standards described in their responses to the RFP. Failure to demonstrate that the product meets the specifications as stated in the RFP will cause rejection of Vendor's proposal.

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor's ability to satisfy the requirements of this RFP. Emphasis in each proposal shall be on completeness and clarity of content.

The Proposal itself shall be organized in the following format and informational sequence:

Section 1 • Executive Summary

General overview of the proposal of two (2) pages or less.

Section 2 • Business Proposal

A. Company Overview

This section must provide the County with all details of the Proposer's business that are relevant to the Services being provided. The response must include at a minimum:

- a. The name, physical address, telephone number, email address, and fax of the person in your firm authorized to negotiate contract terms and render bidding decisions in contract matters;
- b. The full name and address of your organization and parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Specify the branch office or other subordinate element which will perform or assist in performing work herein. Indicate whether you operate as a partnership, corporation, limited liability company, or individual. Include the state in which incorporated or licensed to operate;
- c. An audited copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization;

- d. A list of at least three (3) county-government customers in Texas using a system of the Vendor's that is similar to that which is being proposed. If your entity has no county-government office customers in Texas, state that fact; and
- e. A list of all customers of government offices in Texas. If your entity has no government-office customers in Texas, state that fact and provide customers out of state using a system of the Vendor's that is similar to that which is being proposed.

B. Services Proposed.

This section must describe with specificity the proposed Services. The description provided in this Section must address each of the requirements stated in Exhibit A, Scope of Work and must include, at a minimum, the following additional information:

- a. An installation, implementation and testing plan that describes the integration and testing of hardware, software and databases of the proposed Services; and
- b. Complete product information and descriptive literature. Information submitted shall be sufficiently detailed to substantiate that products offered meet or exceed the specifications. Vendor is hereby put on notice that all information submitted according to this requirement will be incorporated by reference in the contract arising out of Vendor's response.

Additionally, this section must also include a proposal for a potential Services upgrade:

• Proposer shall include in its proposal an option for the County to upgrade the Services to a PC based operation. The proposal must effectively address and provide for the County's need to retain, access, and manage the notes that it currently accesses through AS400 Terminals. The proposal may provide for retention, access, and management of the County's notes by facilitating the County's continued use of at least one AS400 terminal for the life of the contract resulting from this RFP, and, or, converting and saving the existing notes and records for use with the upgraded Services.

The County, acting by and through the County Tax Assessor-Collector, may accept all or part of the proposed upgrade, or none of it, at the sole discretion of the Tax Assessor-Collector. The County expects that any upgrade that it accepts would need to be installed and operational, and all training for County staff completed, by no later than April, 1 2018, or such other date during the term of the contract resulting from this RFP as determined by the Tax Assessor-Collector at her sole discretion.

The Vendor's proposal for upgrade services must comply with the format specified in Article II of this RFP and may incorporate a reasonably identified form similar to the attached Exhibit B to show the pricing of the proposed upgrade

Section 3 - Cost Summary

Vendors are expected to thoroughly examine the specifications and all instructions.

Preparation of cost extensions shall be at the Vendor's risk. In the event of a Vendor error in any cost extension, the Vendor's unit price as stated in the Vendor's response to the RFP will prevail.

It is the Proposer's responsibility to specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the products or services required. The completion of the Cost Form (Exhibit B) provided in this RFP is mandatory for any proposal to be accepted. If there is additional information that is to be considered please feel free to provide that information in addition to the Cost Form as necessary. The County will not compensate or be liable to the Contractor for any fees or costs not explicitly stated in the proposal.

In addition to the proposer's completion of Exhibit B, this section must include a general summary, in brief narrative form, of the costs of each of the following components:

- a. Hardware (CPU, Memory, Disk. etc.)
- b. Other Hardware (UPS. Terminals, etc.)
- c. Operating System, Word Processer, and Spreadsheet software licenses
- d. Application and other software licenses
- e. Software Support & Diagnostics
- f. Other Equipment or Software
- g. System Maintenance services, including website maintenance
- h. Training

Section 4- Proposed Changes

In this section, the proposer shall state with specificity any terms of the contract to be awarded under this RFP which it wishes to have changed, as well as proposed alternative terms. The County may accept, deny, or negotiate proposed terms at its discretion. No changes to the terms of the contract as stated in this RFP shall be deemed accepted by the County unless so stated in writing.

III. PROPOSAL INFORMATION

A. Schedule for Selection

Date	Event
January 11, and 18, 2017	Notice of Request for Proposal published in newspapers
January 31, 2017	Due date for questions
February 6, 2017	Response to proposer questions posted to website
February 13, 2017	Due date for proposals/Opening at Commissioners Court
February 13, 2017 – February 26, 2017	Analysis of proposals
February 27, 2017	Earliest Date of recommendation to Panola County Commissioners Court for approval

B. Interpretation of RFP Wording

Interpretation of the wording of the Proposal shall be the responsibility of the Office of the County Judge. County staff will not give verbal answers to inquiries regarding the contents of the Proposal; all official responses will be in writing. Any verbal statement regarding or interpreting this Proposal shall be non-binding.

C. Written Inquiries

No inquiries shall be made by phone. Proposers may make written inquiries concerning this RFP to obtain clarification of the requirements. Inquiries must be submitted no later than close of business on the date specified in the above provided "Schedule for Selection". Questions received by the County by this deadline, and corresponding answers, will be included in one or more addenda, which will be posted on the Panola County website at www.co.panola.tx.us.

Submit inquiries via E-mail to: leeann.jones@co.panola.tx.us; type "Automated Ad Valorem Tax Collection System RFP" in the subject line of the email, with a copy to the County Tax Assessor-Collector, at debbie.crawford@co.panola.tx.us.

D. Rights of the County

The County reserves the right to require additional information from Proposers and to conduct necessary investigations or interviews to determine the likelihood of Proposer performance and to determine the accuracy of proposal information.

E. RFP and Work Conditions

- 1. All Proposers are expected to carefully examine the RFP. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section III. C of this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the Proposer to obtain clarification of any information that is not fully understood.
- 2. By the submission of a proposal, the Proposer agrees to be responsible for: (1) having examined the RFP and all referenced citations of judicial decisions, statutory authority and local policy; (2) having become familiar with the nature and scope of the Services required by the County and (3) identifying any local conditions that may affect performance of services, labor availability, administrative rules or other factors that may impact the county's timeline for commencement and performance of the Services.

F. Public Information

Proposals do not become public records until an award has been made. Trade secrets and other materials considered confidential by the Proposer should be clearly marked as such. If a request is made to review or obtain copied of the information marked confidential under the Texas Public Information Act, the County will forward the appropriate document to the Texas Attorney General's Office which may request that the Proposer submit in writing its reasons as to why the information should be protected from disclosure. The County will abide by the decision of the Texas Attorney General.

G. All addenda to this RFP will be in writing and forwarded by mail to all Vendors known to be in receipt of this RFP and shall be posted on the County's website.

IV. SCOPE OF SERVICE

- A. The service and performance requirements that the selected Proposer shall be required to perform, and the requirements that goods provided by the Contractor must meet, are set forth in the specifications attached hereto in Exhibit A. Failure to address or fully describe capabilities to accomplish all elements stated in this section will result in a loss of evaluation points.
- B. Proposer's proposal shall include all of the Services that are the subject of this RFP.
- C. Contractor shall be responsible for furnishing all labor, materials, equipment, software, and all other items necessary to perform under this RFP.
- D. The County requires that the Contractor have completed all software and equipment installations and commence performance of services required by the RFP no later than by April 1, 2017. A Proposer who intends to vary from this timeline should explain in detail its proposed service commencement date and the reasons therefor. During the final twelve (12) months of the Contract resulting from this RFP, Contractor shall take all actions reasonably necessary to cooperate with and provide

for a smooth and uninterrupted transition of services to any new Services provider selected by the County to succeed Contractor.

VI. EVALUATION CRITERIA

- A. A prospective Proposer must affirmatively demonstrate its responsibility. A prospective Proposer must meet the following requirements:
 - 1. Have adequate financial resources, or the ability to obtain such resources as required;
 - 2. Be able to comply with the required or proposed delivery schedule;
 - 3. Have satisfactory record of performance;
 - 4. Have a satisfactory records of integrity and ethics;
 - 5. Be otherwise qualified and eligible to receive an award.
- B. The County will evaluate each proposal in the areas of experience, service capabilities, and cost based on the following pre-determined criteria:
 - 30% Offeror's Qualifications/Experience and Financial Status
 25% Proposal Pricing
 30% Meets Needs and Requirement of Panola County as well as Future Needs through Enhancements and Upgrades
 15% Offeror's support/Service Including Skills, Number and Availability of Support and Service Personnel
- C. Proposal evaluators may require a Proposer to give an oral presentation or participate in discussions in order to clarify or elaborate on a proposal. Upon completion of oral presentations or discussion, Proposers may be requested to revise any or all portions of their proposals.
- D. Panola County staff, as determined by the Panola County Commissioners Court, and any consultants hired by the County, will evaluate all proposals.
- E. The County reserves the right to waive minor deviations in proposals providing such action is in the best interest of the County. Minor deviations are defined as those that have no adverse effect upon the County's interest and would not affect the amount of the proposal and thereby give a Vendor an advantage or benefit not enjoyed by other Vendors.
- F. If the County receives no valid proposals, the County reserves the right to negotiate on the best terms and conditions at the best possible prices.

V. GENERAL CONTRACT REQUIREMENTS

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A. Anti-Lobbying Provision

DURING THE PERIOD BETWEEN THE PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, IF ANY, PROPOSERS, INCLUDING THEIR PRINCIPALS OR OTHER OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, SHALL NOT DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE COMMISSIONERS COURT OR COUNTY STAFF EXCEPT UPON THE REQUEST OF THE COUNTY IN THE COURSE OF COUNTY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude proposers from discussing other matters with Commissioners Court members or County staff. The policy is intended to create a level-playing-field for all potential proposers, assure that contract decisions are made in public and to protect the integrity of the proposal process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the County. Violation of this provision may result in disqualification of the Proposer.

B. Invoicing and Payments

Unless otherwise mutually agreed in writing, invoicing by the Contractor shall, at the County's discretion, be monthly or quarterly, with sufficient detail to allow the County to determine the work performed for which payment is sought; and the Contractor shall upon request provide the County with appropriate supporting materials. Payment made by the County shall be in accordance with and governed by Texas Government Code chapter 2251.

C. Criminal Background Check

The Contractor and each of its officers, employees, agents and contractors who has physical access to the County data, must have a clear criminal background investigation (CBI) result. The Panola County Sheriff's Office will act as a liaison between the Contractor and the Texas Department of Public Safety and coordinate all required CBIs. The Texas Department of Public Safety must administer and process all CBI's.

D. Independent Contractor

By submitting a proposal Contractor represents and agrees that it is engaged in an independent business; that it will perform the work as an independent contractor and not as an employee of the County; that it has and will retain the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting the Contractor in the work; that it will be solely responsible for the payment of its employees and others assisting it in this work; and for the payment of all federal, state, county and municipal taxes, fees and contributions pertaining thereto; and that it will be wholly responsible for its own acts and the acts of all persons assisting it.

E. County Audit Rights

The County shall have the right to audit the Contractor Data Processes, which include, but are not limited to data gathering, entry evaluation and updating methods, and data storage, retrieval and security. Contractor will be required immediately to report any breaches or suspected breaches of data security, with detailed assessments of the scope of such breach or suspected breach; and to detail proposed Contractor responses and proposals to mitigate such breach or suspected breach and to prevent future such breaches. The County shall have the right to inspect and review Contractor's Data Practices and the Contractor premises where County-related services are provided as deemed by the County to be appropriate or necessary in the response to, or as reasonably necessary or convenient, to comply with, any law, regulation, or lawful order to which the County is subject.

F. Notification to County if County data is compromised, or is accessed by or disclosed to unauthorized persons

Contractor shall promptly notify the County in writing if any County Data, which for the purposes of this RFP and any related contract between the County and the Vendor means any data owned, generated, or collected by or on behalf of the County that is being managed or stored by the Vendor, is in any way compromised. For the purposes of this RFP, data shall be deemed compromised if: it is destroyed, deleted, lost, overwritten, corrupted, or modified by unauthorized persons; its integrity, accuracy or accessibility is otherwise diminished; if any unauthorized persons or entities access County data if any kind; or if there has been disclosure of County data of any kind to unauthorized persons. The notification owed to the County shall include identification of the data compromised, by or to whom compromised (if known), a full description of the nature and circumstances to the event; and of what, if anything, the Contractor is doing or proposes to do to remediate and to prevent such compromises in the future and the notification shall be updated or modified in writing promptly upon additional or different information about the event becoming known to the Contractor. If such an event occurs, the Contractor will cooperate with and assist the County in: investigating the event and remediating the data compromise: developing and implementing processes and procedures to prevent future such events, as may be requested by the County; and in any judicial or other proceeding that may result (including appearing as witness as requested by the County).

NOTHING IN THIS RFP SHALL BE CONSTRUED AS AFFECTING THE OBLIGATIONS THAT A PARTY HAS UNDER CHAPTER 521 OF THE TEXAS BUSINESS AND COMMERCE CODE OR WITH RESPECT TO ANY OTHER APPLICABLE STATE OR FEDERAL LAW RELATING TO THE PROTECTION OF PERSONAL INFORMATION

G. Notification to the County if disclosure of County data is sought or compelled The Contractor shall promptly notify the County in writing if access to or disclosure of County data of any kind by is requested by any third party, including but not limited to any open records requests or judicial or administrative pleadings or

requests, or for disclosure of or access to any County data otherwise sought, or is ordered or threatened to be ordered by a tribunal (including but not limited to a court or a governmental agency or unit) having the requisite authority and jurisdiction. Pending and after such notification, the Contractor shall take no action to release or provide access to such data, or by omission fail to take an action which would preserve the security of such data, preclude the County from timely seeking relief to avoid disclosure of or access to such data, or otherwise prejudice the County's practical or legal ability to protect or seek protection for the confidentiality of such data. Proposers and the ultimate Contractor are given notice that data and other information concerning the County system may include information made confidential by law, and that unauthorized disclosure may subject the disclosing party to liability.

H. Subcontracting of Services

The Contractor shall not subcontract the work to be performed hereunder, or any part of said work without the County's prior written approval. The County shall have full and complete discretion in withholding or granting such approval.

I. Altering Proposals

Any interlineation or alteration of the terms of this RFP proposed by the Vendor before proposal opening time, must be initialed by the signer of the proposal guaranteeing authenticity. All Vendors will be notified in writing of all proposed changes that are acceptable and all proposed changes that are not acceptable to the County. Any proposed changes not accepted by the County in writing shall be deemed rejected.

J. Sales Tax

The County is exempt by law from payment of Texas Sales and Use Tax and Federal Excise Tax; therefore the proposal shall not include such taxes.

K. Description and Materials

Any reference to model and/or manufacturer used in the Specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Design, strength, and quality of equipment and materials used in performing the Contract must confirm to the highest standards of manufacturing practice.

L. Compliance with Law

Proposals must comply with all federal, state, county and local laws concerning the Services.

M. References

The Offeror shall supply a list of at least three (3) references to whom Offeror has provided services and products similar to the Services.

VII. TERM

Any Contract resulting from this RFP will have an initial Term of five (5) years from April 1, 2017, or such other date established by agreement of the parties. Upon expiration or termination of the contract for any reason, the County, at its sole discretion, may extend the term of the contract to a month-to-month basis as may be necessary to allow time for the completion of any solicitation processes deemed necessary or advisable by the County in its sole discretion, or to ensure continuity of business operations. The contract price during any month-to-month term shall be an amount equal to the prices paid by the County at the time that the contract begins the month-to-month term. If the County is paying on a quarterly invoice basis, such price shall be prorated to reflect an even monthly amount.

VIII. CONDITIONS

- A. Late proposals, if properly identified, will be returned unopened. No proposals may be withdrawn without written consent by the County in response to a written request to withdraw.
- B. The County desires to have the Proposer submit a proposal that incorporates all significant points enumerated in this RFP. Where the proposal is silent, the County will assume that the services set forth in Exhibit A are accepted by the Proposer and intended by the Proposer as a part of the proposal. The Panola county Commissioners Court may accept one or more Proposers to become Contractors, and may accept or decline specific aspects of particular proposals, at its sole discretion.
- C. A system for perpetual record keeping shall be maintained by the Contractor until the Contract is terminated, and for a period of no less than three years thereafter; and Contractor must make such records available to the County upon request during this entire period. The County shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to this project. No information produced as a result of any agreement or contract with the County can be released without the prior written consent of the County.
- D. It is the County's intent that a written notice of award mailed or otherwise furnished to the successful Proposer results in a binding contract without further action by either party. A written supplement, signed by both parties, will be needed to document any agreed terms inconsistent with this RFP and/or successful proposal.
- E. The County intends that payments to Contractor shall be made from current funds. Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the County and is subject to cancellation by the County upon sixty (60) days written notice, ether in whole or in part, without penalty, if funds are not fully appropriated by the Commissioners Court. The County agrees

to use reasonable efforts to obtain and appropriate funds for the payment of the Contract.

- F. The County reserves the right to terminate all or any part of any order or contract award resulting from this solicitation, with thirty (30) days written notice if the Commissioners Court deems termination in the best interest of the County, or for the County's convenience or to terminate immediately upon written notice to the Contractor for delay or nonperformance by the Contractor, or for other default by the Contractor that has not been cured within ten (10) days of written notice from the County. In the event of the termination of the contract with the Contractor for any reason the Contractor has sixty (60) business days to export and return to the County all County information, software, and equipment in its possession or under its control or to which the Contractor has a right of possession of control. Within ten (10) days thereafter, the Contractor must certify and warrant to the County in writing that it has been returned all such data to the County as required and that all other County data has been permanently and securely deleted and the applicable hosting or other equipment has been wiped clean as required.
- G. The person whose signature appears on the Proposal hereby certifies (by signing the Proposal) that the individual, firm and/or any principal of the firm on whose behalf the Proposal is submitted is not listed in the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of the Proposal, and agrees to notify the County of any debarment inquiries or proceedings, or of the threat or notice of any such inquiries or proceedings, by any federal, state or local governmental entity, which exist as of the date of submission of the Proposal, or that arise between the date of submission and such time as an award has been made under this procurement action.
- H. **INDEMNIFICATION BY CONTRACTOR**. To the fullest extent permitted by applicable law:

The Contractor will protect, defend with counsel approved by the County (such approval not to be unreasonably withheld, delayed or conditioned), and hold harmless the County and its officers, elected officials, employees, agents, contractors, and representatives (all collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") arising from, concerning or related to the performance of services or the provision of goods by Contractor under the Contract, even if the damage is caused in part by the Indemnitees, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitees.

Contractor shall protect, defend and hold harmless the County and other Indemnitees from and against all third party claims, suits, liens, causes of action, damages, judgments, and expenses, including attorneys' fees, and other

00967267,1

costs or losses arising from infringement or alleged infringement by Contractor or any of Contractor's agents, subcontractors, representatives of employees of any United States patent trademark, or copyright, arising by or related to any of the services performed or goods provided hereunder by Contractor; the receipt of the County or any of the Indemnitees of such goods or services; or use of any article or material, including any intellectual property, received from or otherwise provided by Contractor to the County or other Indemnitees and used at the direction, or with the express or implied consent or other approval, of the Contractor. Contractor does not warrant against infringement by reason of the County's use of the Services in any manner not sanctioned by Contractor or reasonably implied by the Contractor's proposal submitted under this RFP.

Upon becoming aware of any complaint or allegation of a claim, or upon filing or threat of filing a suit with claims covered in this Paragraph H, the County shall promptly notify Contractor. Contractor shall be given full opportunity to settle or defend the claims or suit provided that any settlement terms that directly affect the County or any Indemnitee are subject to agreement by the County or the Indemnitee, as appropriate.

In the event of litigation or other proceedings concerning such a claim which contractor defends, the County agrees to cooperate reasonably with Contractor. Contractor agrees to use legal counsel approved by the County, such approval not to be unreasonably withheld, delayed or conditioned; and the County and other Indemnitees shall be entitled to be represented by counsel at their own expense.

These indemnity obligations shall survive the termination of this Contract or any agreement or purchase order arising under or related to it, for any reason whatsoever.

- I. No Arbitration. The County reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. The County shall not be subject to any arbitration process prior to exercising its unrestricted right to seek a judicial remedy, or without the County's written consent to arbitration, which may be withheld by the County in its sole discretion. The remedies set forth herein or in any contract awarded are cumulative and not exclusive, and may be exercised concurrently. To the extent that there is any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- J. Choice of law; venue. Any claim or dispute concerning, related to, or arising under this RFP or any contract awarded under it shall be subject to the law of the State of Texas, without giving effect to its choice of law provisions. Venue for any such claims or dispute shall be and lie solely in the courts located in Panola County, Texas. The Contractor hereby expressly agrees to submit to the jurisdiction of such courts.

- K. <u>Survival of terms</u>. If a court or other body having authority or jurisdiction determines that any provision in the contract is illegal or otherwise unenforceable, the remainder of the contract shall nonetheless survive and remain enforceable to the extent lawful and practicable and without changing the underlying purpose and intent of the parties.
- L. <u>Construction</u>. Descriptive headings or captions in this Agreement are for convenience only and will not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed, unless otherwise defined in this Agreement. Listing of items will not be exclusive unless expressly so stated, but shall include the items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rules of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or plural herein shall include the other, unless context requires otherwise.
- M. <u>Nonassignable</u>. The contract is not assignable by Contractor without the express written consent of the County, which will be given or withheld in the sole discretion of the County.
- N. <u>Cooperation</u>. Contractor agrees to cooperate fully with the county in the performance of the Services hereunder, or in the defense or settlement by the County of any lawsuit or other claim by any third party concerning, related to, or arising from the Services or this Agreement.
- O. <u>Notice</u>. All notices required to be given under the contract must be in writing. Any notice required or permitted to be given will be deemed delivered upon deposit in the U.S. Mail, when sent by certified mail, return receipt requested, postage prepaid, correctly addressed to the party as set forth below with a copy sent to such party by facsimile on the date of deposit into the mail:

County Judge Panola County Courthouse Carthage, Texas 75633 Telephone: 903-693-0392 Facsimile: 903-693-2726

Email: leeann.jones@co.panola.tx.us

If to Contractor:		
	Т	
	, Texas,	

Attn:		
Telephone:		
Fax:		
Email:		

Notice given by receipted hand delivery or by delivery by overnight courier (if by a reputable commercial service capable of tracking shipment and verifying delivery address and recipient's name) will be deemed delivered when actually received by the person to whom notice is to be given, as specified above. No method of notice other than that specified in this Paragraph O will satisfy this notice requirement, though for convenience, a phone call and/or an email courtesy notice may also be given, but must be followed by written notice as specified above. Either party may change its address or designated contact for notice by providing written notice to the other party as provided herein. Such notice of change of address or contact will be effective fourteen (14) days after it is delivered to the other party.

Waiver of Claims Based on Proposal. EACH OFFEROR BY SUBMISSION OF A PROPOSAL TO THIS REQUEST FOR PROPOSAL WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, AND REPRESENTATIVES, AND OTHER CONSULTANTS, CONNECTED WITH, RELATED TO, OR ARISING FROM THIS REQUEST FOR PROPOSALS, INCLUDING WITHOUT LIMITATION, THE ADMINISTRATION OF THE REQUEST FOR PROPOSALS, THE PROPOSAL EVALATIONS, AND THE SELECTION OR NON-SELECTION OF THE OFFEROR.

- P. <u>Insurance Requirements</u>. Proof of insurance meeting the requirement set out in Exhibit C to this RFP must be furnished by the selected Proposer within five (5) days after the award of the Contract.
- Q. <u>Conflict of Interest Questionnaire</u>/ <u>Disclosure of Interest</u>. 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 Proposers Proposal.

The Proposer selected to provide Services under this RFP shall provide the County with a completed Certificate of Interested Parties (Form 1295) as required by Section 2252.908 of the Texas Government Code, and which is available at: https://www.ethics.state.tx.us/tec/1295-Info.htm, before the award of contract is made.

R. <u>Contractor Warranty</u>. Contractor warrants that Services provided shall confirm to the Specifications and that the Services will be performed in a professional and workmanlike matter in accordance with generally acceptable industry standards.

S. <u>Price Reduction</u>. If during the term of the Contract, the Contractors' prices to other customers for similar services below the price under this Contract, Contractor understands and agrees that the benefits of such reductions shall also be extended to the County.

EXHIBIT A

PANOLA COUNTY, TEXAS AUTOMATED AD VALOREM TAX COLLECTION SYSTEM REQUEST FOR PROPOSAL SCOPE OF SERVICE REQUESTED

NOTE ON TERMS USED: All capitalized terms used in this Exhibit A shall have the same meaning used in the preceding body of the RFP unless otherwise indicate expressly or by context.

HARDWARE AND SOFTWARE SPECIFICATIONS

I. HARDWARE SPECIFICATIONS

Vendor must bid a TURNKEY Installation. Any additional costs to complete the Installation and not specified in the proposal, will be at the expense of the Vendor.

Central Processing Unit

The proposed system must be compatible with the County's needs. The system must be expandable in the field without replacing the CPU or operating system in order to meet the future needs of the County. Vendor must specify the number and type of internal expansion slots, maximum memory, etc. required to accommodate an increase in usage of the Services of 25% during the term of the contract.

Memory

Sufficient memory as determined by the Vendor's analysis to perform the professional services defined in this document

Disk Capacity

Sufficient disk capacity to meet the storage requirements of the professional services defined in this document with ability to add additional services in the future.

Note: The County will require Vendor to guarantee the configuration of the hardware.

Terminals

The proposed system must include a minimum of seven (7) CRTs, PCs and/or port connections.

Printers

The proposed system must include a minimum of eight (8) printers (200 cps min.) and/or port connections. (All of these must be laser printers.)

Remote Access

The proposed system must include a dial-up modem, minimum 1200 baud, for remote software diagnostics and support.

Backup

The proposed system must include computer tape as the primary method of data backup and transfer. Minimum configuration is a 1/4" 120MB drive.

Hardware and Software Maintenance and Software Diagnostics and Support

Vendor must include hardware and software maintenance and software diagnostics and support in this proposal.

Installation and Cabling

Hardware proposal must specify the costs of all cables, connectors, modems, line conditioners, etc. necessary for the operation of the computer system. Proposal shall specify who will be responsible for cost of cable and labor for installing.

Hardware Requirements (Recap)

- 1-CPU
- 1 Diagnostic Modem
- 7 CRTs, PCs and/or Port Connections
- 8 Printers and/or Port Connections (All must be laser)
- 1-Hub

II. APPLICATION SOFTWARE REQUIREMENTS

The system must include the following operational software capabilities:

AUTOMATED AD VALOREM TAX COLLECTION

- Tax Collection
- Wehicle Inventory Tax Collection
- Payment/Adjustment Records
- Tax Payment History
- Post & Print Tax statements

- Tax Roll
- Delinquent Tax Roll
- Tax Certificate Processing
- Acceptance of on-line credit card payment

III. WEBSITE SERVICES

Vendor shall provide and maintain the County Tax-Assessor-Collector's public-facing website.

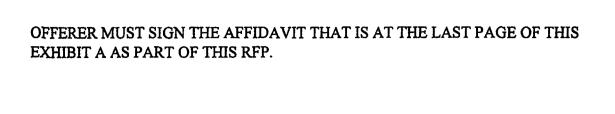
IV. PROPOSAL FOR UPGRADE

Proposer shall include in its proposal an option for the County to upgrade the Services to a PC based operation. The proposal must effectively address and provide for the County's need to retain, access, and manage the notes that it currently accesses through AS400 Terminals. The proposal may provide for retention, access, and management of the County's notes by facilitating the County's continued use of at least one AS400 terminal for the life of the contract resulting from this RFP, and, or, converting and saving the existing notes and records for use with the upgraded Services.

The County, acting by and through the County Tax Assessor-Collector, may accept all or part of the proposed upgrade, or none of it, at the sole discretion of the Tax Assessor-Collector. The County expects that any upgrade that it accepts would need to be installed and operational, and all training for County staff completed, by no later than April, 1 2018, or such other date during the term of the contract resulting from this RFP as determined by the Tax Assessor-Collector at her sole discretion.

The Vendor's proposal for upgrade services must comply with the format specified in Article II of the RFP and may incorporate a reasonably identified form similar to the attached Exhibit B to show the pricing of the proposed upgrade

FIRM/OFFERER:		
BY:		
Signature	Title	
ADDRESS:		
PHONE:		



General Questions	Yes	No	Comments
How long has the software Vendor been providing			
software solutions to Texas County Tax			
Assessors/Collectors? Years			
How many Texas Tax Collection Systems does the			
software vendor have installed? Number			
Does the system make use of variable or fixed field length			
records? Answer Yes for variable or No for fixed.			
Is all software application support, for any and all			
departments, accessible through the same 800#, or a			
number to a local support office?			
Does the software vendor market and support software	}		
applications on hardware platforms of at least two (2)		ł	
major hardware manufacturers?			
Does the proposal contain a detailed description of the			
Vendor's plan for installation and training of the new			
system?			
Does the Vendor agree to provide ongoing support of the			
Installed applications for a minimum of five (5) years?			
Does the system include a comprehensive security		:	
package protecting against unauthorized database access			
on the basis of terminal ID, agency ID, user ID password,			
selected data element values, and need to know?			
Are all conversion costs included in the proposal?			
Are all training costs included in the proposal?			
Can the system store the text of standard documents and			
automatically fill in the blanks from the database and the			
notices be produced individually or in batches?			

Tax Collections	Yes	No	Comments
Bill Record			
Property ID			
Statement Number			
Jurisdiction			
Tax Year			
Tax Amount			
Transaction Date			
Posting Date			
Computer Date			
Due Date			
Balance			
Court Cost			
Suit Number			
Bankruptcy Information			
Comments			
Status Flags			
Will the system allow for ad hock reporting to all fields			
listed			

Payment/Adjustment Record	Yes	No	Comments
Property ID			
Statement Number			
Paid Amount			
Amount Paid/Adjustments			
P & I Paid/Adjustments			
Attorney Feed Paid/Adjustments			
Variance Paid/Adjustments			
Gross Paid/Adjustments			
Paid Date			
Transaction Date			
Computer Date			
Operator			
Drawer			
Batch			
Deposit			
Tax Year			
Jurisdictions			
Check Number			
Court Cost Paid/Adjustment			
Operator Date/Time			
Status Flags			
Maintenance + Operation Tax Paid/Interest and Surety			
Тах			

Payment/Adjustment Record	Yes	No	Comments
The tax statements generated by either the Vendor's			
software of previous delinquent bills must have the ability		ļ.	
to be accessed and posted. The County Tax Office expects			İ
the Vendor to include the cost to convert the existing			1
delinquent bills into the collections software. For future			1
expansion, each workstation must have the ability to			
support a cash drawer and receipt printer.			
The system must produce a detailed audit trail of all			
posting, refund overpayments, and underpayments, etc.,			ĺ
activity for each statement.			
The system must support posting half payments for	1		
multiple entity collections. All reports, second notices,			
and delinquent notices must support half payments.			
The system must support different discount rates for			
multiple entity statement printing and posting.			
The system must generate Daily, Weekly, Monthly, and			
Yearly Posting Reports for Multiple Entity Collections.			
The system must generate detailed audit reports of all			
collection transactions. The reports include reports for			
each entity, outstanding bills, for each taxing entity, and	ļ		
detail change in levy reports due to supplements,			
modifications, and previous years adjustments, etc.			
Will the system produce a detailed audit trail of all			
posting, refund, etc. activity for each statement?			
Will the system support half payment for multiple entity			
collections?			
Will the system support all half payments for all reports,			
second notices, and delinquent notices?			
Will the system support quarterly payment contracts?			
Will the system support partial payments of any amounts?			
Will the cash drawers support a wand bar code reader?			
Will the system support over 65 deferral payments?			
Will the system support automated payments by a			
mortgage company?			

Standard Reports	Yes	No	Comments
*Print Batch Balance Report			
*Print Batch Distribution Report			
*Print Batch P & I Distribution Report			
*Print Batch Collections Report			
*Print Batch P & I Collections Report			
*Print Batch Unpaid Refund Report			
*Print Batch Paid Refund Report			
*Print Multiple Entity Batch Report			
*Print Escrow Report			
The System should print the following Monthly Reports:			
*Monthly Distribution Report			
*Monthly P & I Distribution Report			
*Monthly Collections Report			
*Monthly Unpaid Refund Report			
*Monthly Paid Refund Report			
*Monthly Escrow Collections Report			
*Monthly Escrow Outstanding Report			
*Multiple Entity Collection Report			
The System should:			
Print a Recap Report			
Print original roll report			
Print variance report			
Print detailed variance report			
Print outstanding bill report			
Print tax certificate report			
Print partial payments report			
Print quarterly payments report			
Print status collections report			
Print returned check report			

Print Tax Statements	Yes	No	Comments
The system must generate tax statements for current year			
taxes and have the ability to generate second and			i
delinquent tax statement notices.			
Will tax statements print for a single entity of combine			
multiple entities on one statement?			
Print Tax Roll			
The system must generate tax rolls for current and			
delinquent (operator choice) year bills.			
The system must generate a paid tax roll or range of			
selected tax years maintained on the system.	<u> </u>		
Print Delinquent Tax Statements			
The system must generate delinquent tax statements for			
both current year and all previous years for a property on)
one or all jurisdictions collected.	<u>]</u>		
Print Delinquent Tax Roll	<u> </u>		
The system must generate delinquent tax rolls for both			
current year's delinquent bills and all previous delinquent	1		
bills.			
Tax Certificate Processing			
Tax Certificates must be produced for all entities.	L		
Automatic P&I Calculations and Attorney Fee	1	}	
Calculations.			
Partial payments that are applied to system and calculate			
P&I and attorney fees on unpaid balance.			
Will Tax Certificates reflect refunds?			
Must be able to select property item using:			
**Property ID			
**Bill ID			
**Current Owner			
**Xref ID			
**Alternate Xref ID			
** Abstract/Subdivision			
**Current Owner (with unpaid status)			

The System should have a bill listing menu that supports	Yes	No	Comments
the following:			1
**Ability to produce complete bill listing			
**Produce complete bill listing for a select list			
*Reprint pages for a complete bill listing			
**Generate complete bill listing microfiche tape			
·Print complete bill listing totals			
The System should have a product administrator Menu that allows for the following:			
*Code file maintenance			
*Define user access privileges			
*Batch ID maintenance functions			
**Data transfer menu options			
·Purge functions			
·Complete list of utilities and miscellaneous functions			
·Mortgage tape exchange functions			
*Code file maintenance			
The System must provide for bill, property and owner maintenance.			
The System should allow owner maintenance by looking up owner using either:			
*Owner ID			
*Property ID			
*Bill ID			
*Owner Name			
*Owner Phone Number			

Bank Lock Box Processing	Yes	No	Comments
Scannable OCR "A" Scan Line on All Outgoing Statements (Current and Delinquent)			
Batch File Transfer and Update			
Unmatched Amounts and Accounts to Escrow			
Override Calculated P & I, Attorney Fees. and Base Tax due to Bankruptcy or Special Security Access			
Add Court Cost to Bill or Create Court Cost Bill			
Ability to quickly key mail payments			
Tax Rolls to Tape for Laser Printing and Microfiche			
The System must support the County Tax Office collecting for multiple taxing entities. The County Tax Office will generate a single tax statement for each property that contains the tax rate. tax calculation, etc. for the appropriate taxing entity			
The County Tax Office must also have the ability to post single payments and have the system automatically calculate and distribute the funds to the appropriate M&O, I&S, P&I, and attorney fee accounts for each taxing entity on the statement. The system must have the capability to support different P&I and attorney fee rates for each entity that appears on the multiple entity statement Ad Hoc Reporting			
The System must have the ability to select and/or sort on any/all data elements, in the County Tax Office's database and format a report with any data elements with the ability to total and subtotal any numeric field in the County Tax Office's database.			

Any of the required items that are separate software products which require separate software license, annual fee, etc. should be so noted along with the company name, product name and appropriate fees.

NOTE: The Panola County Tax Office is interested in a complete turnkey software package. The above list of features is not intended to be a definitive list of features. The Vendor must specify if any additional features, features not included in the proposed system, are available and the additional cost to the County.

RETURN ENTIRE PACKET AND ALL DOCUMENTATIONREQUIRED BY THIS REQUEST FOR PROPOSAL

PROPOSAL AFFIDAVIT

All pages in Offeror's proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be 90
calendar days from the date of the proposal opening.
STATE OF
COUNTY OF
BEFORE ME, the undersigned authority, a Notary Public in and for the State of, on this day personally appeared who after being by me duly sworn, did depose and say:
"I, am a duly authorized officer or agent for and have been duly authorized to execute the foregoing proposal on behalf of the said
I hereby certify that the foregoing proposal has not been prepared in collusion with any other. Offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the Offeror is not now, no has ever been for the past six (6 months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer to not to offer thereon."
Name and Address of Offeror:
Telephone Number:
By:Title:
SUBSCRIBED AND SWORN to before me by the above-named
Notary Public, State of
RETURN THS AFFIDAVIT AS PART OF THE PROPOSAL

EXHIBIT A - PAGE 13

EXHIBIT B

COST FORM

AUTOMATED AD VALOREM TAX COLLECTION SYSTEM

The undersigned Proposer agrees to perform Automated Ad Valorem Tax Collection services in accordance with this Request for Proposal (RFP) and provide all related products and services at the prices indicated below for the five (5) year term established as provided on the RFP.

All costs should be specified on a per month or quarterly basis or purchase price basis.

Vendor shall include purchase prices on latest personal computers, dot matrix printers, laser printers, scanners and any other technology necessary to implement an automated tax collection system. Please include price of a printer that would be appropriate to print a high volume of tax statements.

Vendor must give price figures for adding additional optional professional Services, additional CRT" different type printers, larger CPUs, additional software, etc. Vendor must also give reduction in price if the County selects fewer CRTs or printers. All prices should be specified on a per month or quarterly purchase price basis.

Please indicate the additional price for adding additional users. Please specify your hourly and site visit cost associated with technical assistance on County owned equipment. Please specify price of additional training on a per house basis. Furthermore, please specify maintenance price for all hardware involved.

Please specify who will be responsible for cost associated with additional or new cable for system

The Proposer may complete this Exhibit B by recreating it at a scale suitable for a complete response, or may use additional pages.

	COST
Hardware and Supplies:	
Host County Data offsite	
Content Filter, Antivirus	
5 Dell PC's	
7 HP Laser Printers	
I HP 3005D Laser Printer	
6 Toner Cartridges (HP	
3005D)	
1 Consumables Kit (HP 3005D)	

12 Toner Cartridges (HP 3015)	
25 Cases of 3-Hole Copy Paper	
50 Cases of Copy Paper	
Fold and Stuff Tax Statements:	
Tax Collection Web-Site:	
Collection Software:	
Software provides the ability	
to post current and delinquent	
taxes;	
1-800 Customer Service	
Support;	
1-800 Hardware Support;	
Admission to User Meetings;	
Generate Monthly Reports;	
Provide daily, weekly,	
summary totals;	
Error and Supplemental	
Reports;	
Print Supplemental Tax	
Statements;	
Print Receipts on demand;	
1 Copy of Second Notice	
Statements;	
Second Tax Notice (per form)	
Delinquent Statements	
(consolidated)	
Real Estate Home Owner	
Statements	
Additional Laser Copies of	
Tax rolls	
Delinquent Tax rolls and	
Binders	
Data Tape	
Delinquent Tax Statements	
(consolidated)	
Labels CD	
Formatting records to CD-	
Notice Records to CD ROM	
Writing Records to CD-ROM	
Additional copy of CD-ROM	

Disk	
Software Programming or	
Development	
System Analyst	
Hardware/Software Technical	
Services	
1 Copy of Posted Tax Roll;	
Convert Appraisal District	
file	
Software and Printing of Tax	
Roll and Statements	
2 copies of Tax Rolls	
l copy of Detachable Tax	
Statements	
MONTHLY TOTAL	
QUARTERLY TOTAL	
ANNUAL TOTAL	
111110111111111111111111111111111111111	

IF THE PROPOSER INTENDS TO INCREASE THE COST OF THE CONTRACT OVER THE TERM OF THE CONTRACT, PLEASE STATE BELOW THE TOTAL CONTRACT PRICE TO BE APPLIED TO EACH CONTRACT YEAR BELOW.

Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
			}

County Judge	Date	
APPROVED:		
EMAIL:		
FAX:		
TELEPHONE:		
ADDRESS:		_
DATE:		_
TITLE:		
PRINTED NAME:		
BY:		
COMPANY NAME:		
PROPOSER:		

EXHIBIT C

INSURANCE REQUIREMENTS

General Liability:

Contractor's insurance shall include blanket contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate and shall include the following:

- Blanket Contractual Liability
- Personal Injury
- Products and completed operations

Business Automobile Liability:

Contractor's insurance shall include Business Automobile Liability coverage with a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage
- Any and all Owned, Non-Owned or Hired vehicles, including employee owned vehicles used for business in whole or in part

Workers' Compensation and Employers Liability Insurance:

Contractor must elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Contractor shall maintain said coverage throughout the term of the contract and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the contractor maintains the coverage. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the contractor will constitute a material breach of the contract.

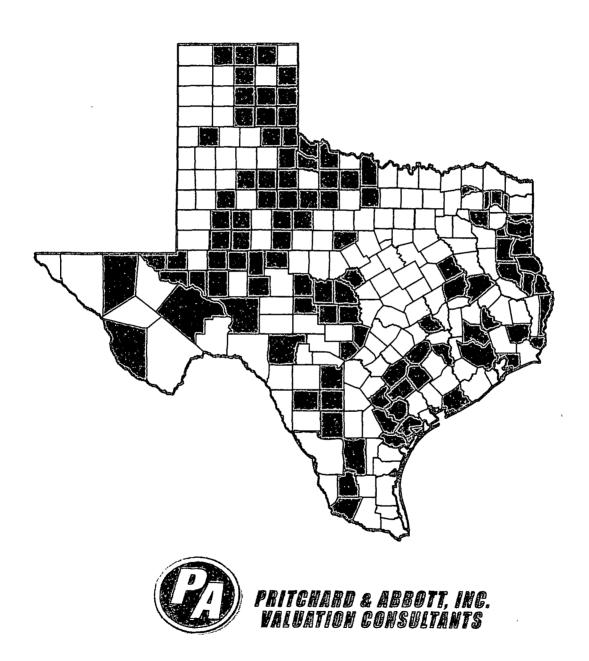
Contractor's insurance will include Employer's Liability coverage with limits of at least \$500,000 each accident.

Other Insurance Requirements:

Contractor's general liability and auto liability insurance policies through policy endorsement shall name the County as an additional insured and must include wording that states that the policy shall be primary and non-contributory with respect to any insurance carried by the County. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. The County must be notified at least 30 days in advance of any cancellation of any of the required policies. The County must receive a copy of the full policy from the selected firm.

The Contractor must agree to waive subrogation against the County, its officers, employees, and elected representatives for injuries, including deaths, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

A Proposal Prepared for Panola County Tax Office for April 1st 2017 - March 31st 2022



4900 Overton Commons Ct., Fort Worth, Texas 76132



4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314 January 30, 2017

Hon. LeeAnn Jones, County Judge Panola County Courthouse Annex Room 216-A Carthage, TX 75633

Dear Lee Ann.

Enclosed are two copies of the proposal for hardware and software Agreement for Panola County Tax Office and the new Certificate of Interested Parties (form 1295). Please return a signed copy to Pritchard & Abbott, Inc. of the software contract and keep the other for your records.

It is my understanding that the completed Form 1295 that I have included should be sent to the Texas Ethics Commission in an electronic format prescribed by the Commission as follows:

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

46.5. Disclosure of Interested Parties Form

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

I do not believe you file anything except the completed Form 1295. Additional information is available at: www.ethics.state.tx.us.

We recommend you research the new Form 1295 Certificate of Interested Parties as this may be helpful.

Sincerely,

Kevin McBurnett Information Services Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

			1011	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING		
Name of business entity filing form, and the city, state and country of the business entity's place of business.		Certificate Number: 2017-152126		
Pritchard & Abbott, Inc.				
Fort Worth, TX United States		Date Filed:		
2 Name of governmental entity or state agency that is a party to the being filed.	ne contract for which the form is	01/09/2017		
Panola County Tax Office		Date Acknowledged:		
Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi	ity or state agency to track or identify ded under the contract.	the contract, and pro	vide a	
n/a Information Services (Software and Hardware)				
4		Nature of Interest		
Name of Interested Party	City, State, Country (place of busine		oplicable)	
		Controlling	Intermediary	
McBurnett, Kevin R.	Fort Worth, TX United States	х		
Instine, Rodman B.	Fort Worth, TX United States	х		
Marsh, Shane R.	Fort Worth, TX United States	x		
Rutledge, John C.	Fort Worth, TX United States	x		
Atcheson , Robert J.	Fort Worth, TX United States	х		
Henderson, Victor W.	Fort Worth, TX United States	x		
Stary, Shannon H.	Fort Worth, TX United States	x		
McDaniel , E. Dean	Fort Worth, TX United States	x		
Allison, A. Kent	Fort Worth, TX United States	х		
5 Check only if there is NO Interested Party.				
6 AFFIDAVIT I swear, or	affirm, under penalty of perjury, that the a	ibove disclosure is true	and correct.	
Linda Newton			•	
Commission Expires	1/1000	7		
12-04-2 019	17/Cert Xlle	n		
Notary ID # 637350-5	Signature of authorized agent of contra	acting business entity		
AFFIX NOTARY STAMP / SEAL ABOVE				
Sworm to and subscribed before me, by the said A. Kent Allison, this the 9th day of Tanagry. 2017, to certify which, witness my hand and seal of office.				
Signature of officer administering oath Printed name of o	Newton Officer administering oath Title	le of officer administerir	an oath	
Signature of Control administering Cant France (Idd(Ic Of C	· ,	e or omoer aurimisteri	ig vani	



4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314 January $8,\,2017$

Proposal for Panola County Tax Collection Software April 1, 2017 through March 31, 2022

Hardware and Supplies:	<u>2017</u>
Host County Data, Sonicwall	\$ 4,000.00
7 Dell PC's	\$ 4,000.00
7 HP Laser Printers	\$ 1,800.00
10 Toner Cartridges (yearly)	\$ 2,400.00
25 Cases of 3-Hole Copy Paper	\$ 1,000.00
50 Cases of Copy Paper	\$ <u>1,900.00</u>
	\$ 15,100,00

Fold and Stuff Tax Statements: \$ 21,450.00

Tax Collection Web-Site: \$ 3,800.00

Collection Software:

Software provides the ability to post current and delinquent taxes;

1-800 Customer Service Support:

1-800 Hardware Support;

Admission to User Meetings;

Generate Monthly Reports;

Provide daily, weekly, summary totals;

Error and Supplemental Reports;

Print Supplemental Tax Statements;

Print Receipts on demand;

1 Copy of Second Notice Statements;

Convert Appraisal District file. \$ 66,950.00

Software License Fee (5 users): \$ 3,500.00

Software and Printing of Tax Rolls and Statements:

2 copies of Tax Rolls:

2 copies of fax Rolls,	
1 copy of Detachable Tax Statements	<u>\$ 79,900.00</u>
2017 Annual Total	\$190,700.00
2018 Annual Total	\$194,500.00
2019 Annual Total	\$198,400.00
2020 Annual Total	\$202,370.00
2021 Annual Total	\$206,420.00

Convert to Windows Tax Software in 2018: \$ 20,000.00

Convert current data & images to PC format; Training of office staff on PC software in your office.



4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314

Migration to New Tax Collection Software

In March of 2018, Pritchard & Abbott, Inc. plans to convert Panola County Tax Office data to our Microsoft Windows base software. As part of this conversion, all PC's (Dell Optiplex 3020) will be replaced with new PC's. After closing out February 2018 tax collection month, P&A will balance month end reports and pull data from the IBM I-series computer (Mainframe). P&A will take three weeks to convert data to our SQL file structure. The fourth week of March, a P&A employee will come to the Panola Courthouse to train tax office employees on proper use of our Window base software - posting taxes and reporting service. The third day of training, we will go live with data that has been converted. We will compare February 2018 month end reports (mainframe) against converted new month end reports generated in the new software for any balancing issues and correct as necessary. If additional training is needed or balancing issues arise, we will return the following week to resolve.



RETURN ENTIRE PACKET AND ALL DOCUMENTATIONREQUIRED BY THIS REQUEST FOR PROPOSAL

PROPOSAL AFFIDAVIT

All pages in Offeror's proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be 90 calendar days from the date of the proposal opening. STATE OF lex45 COUNTY OF TARRANT BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin Mc Burnettwho after being by me duly sworn, did depose and say: "I, am a duly authorized officer or agent for hither than have been duly authorized to execute the foregoing proposal on behalf of the said fixther than . I hereby certify that the foregoing proposal has not been prepared in collusion with any other Offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the Offeror is not now, no has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer to not to offer thereon." Name and Address of Offeror: PRITCHARD Y LEBOTT TWC., 4900 OVERTON COMMONS COURT, FORT WORTH, THE Telephone Number: 1.800.2807861

By: Keuin M-Burnett Title: Turapantion Services Manager By: KEVIN M-BURNETT
Signature: Kain M. Huma SUBSCRIBED AND SWORN to before me by the above-named Kevin Mc Burnett on this the 30 day of January, 20 17

Notary Public, State of Towar RETURN THS AFFIDAVIT AS PART OF THE PROPOSAL

Linda Newton Commission Expires 12-04-2019 Notary ID & 637350-5

EXHIBIT A – PAGE 13

00967267;1

	PROPOSER:		
,	COMPANY NAME:	PRITCHARD & ABBOTT INC.	
	BY: Kein M	Surver 2.10.17	
	PRINTED NAME:	KEVIN MCBURNETT	
	TITLE:	INFORMATION SERVICE MANAGER	
	DATE:	2.10.17	
	ADDRESS:	4900 OVERTON COMMONS COURT FT WORTHTX 76	132
	TELEPHONE:	1.800,880,7861	
	FAX:	1817,927,5341	
	EMAIL:	KMCBURNETT @ PANDAI. COM	
	APPROVED:		
,	County Judge	Date	

COMPANY PROFILE

Pritchard & Abbott, Inc., is a professional appraisal consulting firm specializing in mass appraisal techniques for ad valorem tax purposes as well as offering fee appraisal expertise for unique or complex properties upon request. Pritchard & Abbott's roots are in the appraisal of oil and gas producing properties. The company was founded in 1926 by Judge E. S. Pritchard. Judge Pritchard and John L. Abbott, a Petroleum Geologist, teamed up to appraise oil and gas producing properties in the early 1930's. The company has since become the largest appraisal firm of mineral, utility and industrial property in Texas. Pritchard & Abbott is employed and respected for their work in many other States as well.

Pritchard & Abbott, Inc., cultivates close geographical ties to its clients by maintaining district offices in Amarillo, Fort Worth, Henderson and Houston Texas. The Fort Worth location also serves as home office to the firm's Administrative, Engineering and Information Services which includes computer programming and data processing. Each district office is staffed with personnel offering professional appraisal expertise for:

- oil and gas producing properties and related personal property;
- drilling rigs, field compressors, tank farms and oilfield service companies;
- oil and gas pipelines, gathering systems and pump stations;
- trucking and dirt contractors;
- coal, lignite, clay, sulphur and uranium mines;
- telephone, microwave, cable television, cellular and other telecommunications properties;
- railroads;
- commercial and residential real estate;
- electric generation, transmission and distribution facilities; and
- refineries, chemical, petrochemical, cement, gypsum, lumber, paper, aluminum and many other types of manufacturing plants and facilities.

In addition to appraisals performed for governmental entities for property tax assessments, Pritchard & Abbott, Inc., offers nonrecurring, independent, or third-party specialty appraisals to public or private entities on complex properties for acquisition/divestiture, estate tax, financing or verification of asset value for bank line of credit purposes.



Website: www.pandai.com



WEB SITE: www.pandai.com

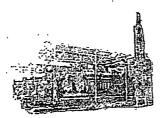
Leader in the Appraisal of Complex Properties Since 1926!

OUR MISSION

"To be the leading provider of professional, fair and timely property tax appraisals and information services thereby assisting state and local taxing authorities to affect positive economic and educational development within the communities we serve"

Amarillo District

E. Dean McDaniel, Manager 5912 West Amarillo Blvd. Amarillo, Texas 79106-4148 806.358.7837 800.880.7837



Fort Worth District

S Dale Heiskell Manager 4900 Overton Commons Court Fort Worth, Texas 76132-3687, 817:926-7861 800.880.7861



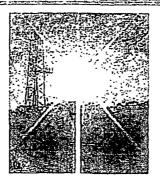
Corporate Office

Fort Worth, Texas Administrative Services Engineering Services Information Services 800.880.7861



Henderson District

Rodman B. Instine, Manager P.O. Box 430 Henderson, Texas 75653-0430 903-657-2555 800-880-7516



Houston District

Shannon H. Stary, Manager 6950 Empire Central Drive Houston, Texas 7,7040 832,243,9600 877,987-7400

Information Services

Pritchard & Abbott, Inc., has developed extensive software to assist Texas counties in the mass appraisal process for ad valorem tax purposes. Currently, P&A provides information services to several hundred tax and/or tax-related entities in over 100 Texas counties. We have incorporated the latest Uniform Standards of Professional Appraisal Practice (USPAP) guidelines and Texas Property Tax Code requirements in all software design.

For our clients' convenience, P&A software incorporates reporting requirements of the Texas Comptroller's Property Tax Assistance Division's annual electronic data submission (EARS). This feature greatly simplifies the client's responsibilities in this important area, while allowing the Comptroller to more efficiently perform their annual ratio study of property values statewide.

The software and other services available to all clients are as follows:

- Computer Assisted Mass Appraisal of Real Estate (CAMA)
- > Providing Notices of Appraised Value
- > Printing of Assessment Rolls
- > Printing and Delivering Tax Rolls and Tax Statements
- > Tax Collection Software
- > Record Conversion and Retention
- > Client Website Hosting

Leasing or purchasing equipment from Pritchard & Abbott, Inc., is an option to our clients. It allows them to acquire the new equipment they need, without having to keep costly old equipment working for years beyond its time.

Mapping - Cartography

P&A takes pride in providing a hands-on approach in our mapping services. The information stored in our mapping system can be retrieved from external digital data and other sources. We also generate and trade information with surveyors, engineering firms, local entities, and even other Appraisal Districts. This user-friendly and intuitive method of retrieving and handling data makes it easier and faster for the appraiser to find all necessary information needed to locate and identify property ownership.

The mapping program incorporates CAD/GIS software using MicroStation GeoGraphics. It uses sophisticated raster and vector functionality created by application developers that allows you to capture and edit data with a wide range of user tools. Our mapping services are able to perform:

- Map Digitizing
- > Mapping Maintenance
- > Software Maintenance
- > Ortho Photography & Survey Lines



Oil & Gas Appraisal



Pritchard & Abbott, Inc., (P&A) was instrumental in pioneering the mass appraisal of oil and gas mineral interests for ad valorem tax purposes. The appraisal of minerals is a challenging task often requiring the expertise and judgment of engineers, geologists, and others who have oilfield industry experience.

The preferred method for evaluating mineral interests involves forecasting the future net income attributable to production and sale of hydrocarbons (oil, gas, and natural gas liquids). This future net income is discounted with the appropriate risk and financial considerations back to present value. This Income Approach method is the predominant evaluation technique used by actual buyers and sellers in the marketplace, and for tax assessment purposes is also promulgated by the Texas Property Tax Code.

Included with the appraisal process is P&A's legendary ownership maintenance and jurisdictional location services for each mineral lease. These services, along with full representation of all values through review board and certification meetings, ensure a turn-key, stress-free product for our clients.

Industrial Appraisal



The appraisal of industrial property (refineries, gas processing plants, and other manufacturing processes) involves understanding a myriad of petroleum and chemical industry processes along with their economic relationship to other market sectors.

Often the industrial property P&A appraises is an integral downstream partner to the oil and gas industry we are already appraising, sometimes even the same company, so that we are in a unique position to analyze the property with details specific to that property but in conjunction with a macro-economic outlook.

As industry in Texas and other states is becoming more diverse every year, P&A industrial appraisers are correspondingly gaining appraisal expertise in non-petroleum industry manufacturing processes such as: cement plants, wallboard plants, peanut and other agricultural processing facilities, plastic injection molding plants, silicon wafer computer chip manufacturing, and construction of other consumer products and staples.

To appraise industrial properties, the Cost Approach, based on the economic principal of substitution, is the predominant method used for ad valorem tax appraisal. However, in some instances the Market or Income Approach may be utilized as the best method.



Utility Appraisal



The appraisal of utilities (telecommunication, electric, water, pipelines, and railroads) is a complex and challenging task, often requiring the appraiser to consider all the basic approaches to value (Cost, Market, and Income).

The appraiser then correlates the indicated value by each approach to derive the most appropriate and defendable opinion of fair market value. Utility valuations are usually performed for the subject company as a whole (unit approach), and then total value is allocated to specific assets and locations.

Of all the categories of property we appraise, utility appraisals are typically the largest in terms of market value because the scope of a utility company's operations can encompass a large geographic area and customer base, even across state lines.

P&A utility appraisers have the experience and background necessary to understanding the unique markets in which utility companies operate.

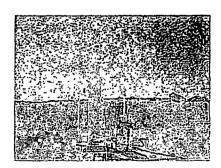
Personal Property Appraisal

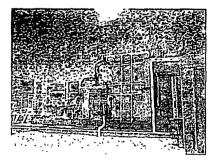


Unlike mineral interests or utility properties, the appraisal of personal property requires a visual inspection of the assets to determine fair market value.

Not only does the property need to be discovered, but the condition and functionality needs to be verified by seeing it first-hand. Because personal property is movable by definition (as opposed to real property, which is fixed in location), these inspections must be performed annually to determine January 1 situs and ownership.

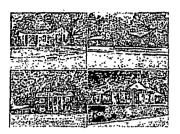
P&A personal property appraisers perform annual inspections of all applicable personal property within the taxing jurisdictions assigned to them. Field inspection data is then correlated with renditions and other asset inventory listings provided by the taxpayer to ascertain fair market value each year.







Real Estate Appraisal

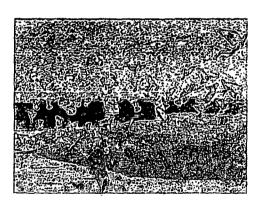


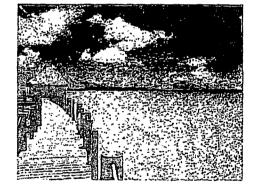
P&A contractually provides a wide array of professional appraisal services for residential and commercial real estate parcels. The primary responsibility to our clients is to develop fair and uniform market values so that the assessing authority is in full compliance with all Property Tax Code rules and regulations, while assuring the local taxpayers representative and equitable treatment.

Area-wide data involving economic forces such as: demographic patterns, employment and income patterns, trends in real estate prices and rents, interest rates, availability of property, and economic and climatic factors that may affect production of rural lands are collected from various sources.

For new real estate clients P&A real estate appraisers generally adopt existing cost schedules. These schedules are then updated and maintained by P&A to reflect current market value conditions. Sales are generally collected by the Appraisal District staff and provided to P&A for sales ratio analysis.

Appraisal statistics, central tendency, mean and median ratios, standard deviation, and coefficient of dispersion are available for each class of property to determine both the level and uniformity of the appraised values involved in the study.













Jack L. Auldridge, Jr., CPA Michael W. Griffin, CPA W.L. "Woody" Mathews, Jr., CPA

r., CPA Kenneth L. von Tungeln, CPA
CPA Keith A. Hollar, CPA
thews, Jr., CPA Karen O. Thompson, CPA
Michael W. Davenport, CPA

January 30, 2017

To Whom It May Concern:

Please note that based upon our audit of the 2015 year, Pritchard & Abbott, Inc. is a very stable, solid, financially strong company. Furthermore, as members of our firm having worked with the company for many decades, as well as myself having been associated with many of the current board members and management for over 18 years, the company and the personnel have an excellent reputation for the high quality of their work as well as their outstanding standards of integrity and ethics.

Sincerely,

Keith Hollar, CPA



HOUSTON COUNTY



Danette Millican
Tax Assessor-Collector
P.O. Box 941
401 E. Goliad Ave.
Suite 101
Crockett, TX 75835
936-544-3255
Ext. 258
dmillican@co.houston.tx.us



Vehicle Registration
Ext. 257 or 277
Taxes
Ext. 278 or 263
Voter Registration
Ext. 243
Fax
936-544-2711

Tax Assessor - Collector

www.houstoncountytaxoffice.com

June 22, 2015

To Whom It May Concern:

May this serve as a letter of recommendation for the firm of Pritchard & Abbott, Inc.

The Houston County Tax Office has been a client of P&A since 1991; first on the AS400 program and since March 2015 the PC Package. Their representatives have always been very accommodating and helpful in providing technical support. When we changed from the AS400 to the PC Package, we had two excellent trainers for two full days, Thursday and Friday. One of the trainers came back on Monday to "hold our hands" just in case. If we have any questions or need assistance with the new program, help is only a phone call away. Not only do we use P&A's collections system, but we contract with them to print our tax statements.

I never hesitate to recommend Pritchard & Abbott to other tax offices as they have provided us with excellent service through the years.

Sincerely,

Danette Millican, PCC
Tax Assessor-Collector





GLASSCOCK COUNTY APPRAISAL DISTRICT

PRISCILLA A. GINNETTI, RPA - CHIEF APPRAISER PO Box 155 – 124 N Main Garden City, TX 79739

July 14, 2016

Pritchard & Abbott, Inc. Attn: Mr. Kevin McBurnett, Information Services Manager 4900 Overton Commons Court Fort Worth, Texas 76132-3687

Dear Mr. McBurnett,

I would like to take this opportunity to acknowledge Pritchard & Abbott, Inc. for exceeding our expectations in the Software package. The services during the conversion process were handled with an unsurpassed efficiency and timeliness.

The software is designed in manner to be user-friendly allowing for quick data entry and parcel searches. I have received numerous complements from people who have utilized the Web site and who appreciate the ease in which they are able to navigate through the information and features currently available. We look forward to Pritchard & Abbot, Inc.'s ability to provide us with an integrated mapping package.

In my past experiences, I feel that you are a great company and have benefited our office with the integrity and work ethic, we hold as a standard. I look forward to continuing our future with Pritchard and Abbot, Inc.

Dinotte

Sincerely,

Priscilla A. Ginnetti, RPA

Chief Appraiser

PHONE: 432/354-2580 EMAIL: glasscockend@crcom.net FAX: 432/354-2354



Haskell County Appraisal District

PO Box 467 604 N 1" Street Haskell, TX 79521 940-864-3805 940-864-3075 Fax

June 22, 2015

Mr. Kevin McBurnett Information Services Manager 4900 Overton Commons Court Fort Worth, TX 76132-3687

Dear Mr. McBurnett,

Please allow me to commend Pritchard & Abbott, Inc. for an exceptional product in the PC package. Not only have we found it to be outstanding in the case of use, it offers us the ability have the appraisal, collections and mapping in one integrated package. Since our conversion 2013 our office has been able to be more productive and have enjoyed the ability to handle our taxpayers in a manner of excellence we could only attain using this software.

As you know I have been in this industry for 18 years and I have worked with Pritchard & Abbott in many facets of the company from mineral appraisal, personal property appraisal, mailing services, PC platform and more. I have been very pleased to work with them and to continue to grow in our partnership to serve my county in the most productive and efficient way possible.

In my experience in the past and currently, you are a great company and have made us an extended part of the Pritchard & Abbott family. I look forward to many continued years of association with you and wish you all well.

Kindest Regards,

Leah Robertson, RPA

Leah Robertism

rief Appraiser

MARTIN COUNTY APPRAISAL DISTRICT PO Box 1349 Stanton, TX 79782-1349 PH 432-756-2823 Fax 432-756-2825 martincad@crcom.net

June 22, 2015

Appraisal District Board of Directors:

I am happy to recommend Pritchard & Abbott, Inc for outstanding appraisal services in the appraisal field. Their expertise and customer service has been invaluable to this office more times than I can count, whether it be appraisal, equipment issues, mapping, or electronic submissions. Martin CAD has contracted with Pritchard & Abbott for the life of the CAD. Last year we went on board with the PC package and the transition has gone extremely well. We lease all equipment from them and they always keep us updated, even before we realize it is needed. We always know we can call for anything and will be helped in a timely manner.

In the busy and ever changing times of appraisal districts, Pritchard & Abbot is always educated with the constant changes from the legislature which makes my job much easier.

They are a great company with a great support system in every area of their services.

Respectfully,

Marsha Graves Chief Apprpaiser





4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314

Tax Collection Software Clients

Archer Co Armstrong CAD Baylor CAD Beckville ISD Borden Co Buffalo ISD Burleson Co Canadian ISD Carson CAD Carson Co Castro CAD Centerville ISD Centerville, City of Chambers Co Childress CAD Chillicothe, City of Chillicothe ISD Clay CAD

Collingsworth CAD Concho CAD **Cottle CAD** Crockett Co Culberson CAD **Culberson Co Dawson CAD Dickens Co Donley CAD Eastland CAD Eastland Co** Elysian Fields ISD

Fisher CAD Foard CAD **Fort Elliott CISD** Freestone Co Frio CAD Frio Co **Glasscock CAD** Gorman, City of Gorman ISD Hall CAD Haskell CAD Hemphill Co Henderson, City of **Houston CAD Houston Co** irion Co **Jack CAD** Jack Co Jeff Davis Co Jewett, City of Jim Hogg Co

Jim Hogg ISD Jim Hoga WD Jones CAD Karnes Co Kent CAD King Co Lampasas CAD Leon Co

Leon ISD

Loving Co Lynn CAD Marion Co **Martin CAD** Martin Co Mason CAD McCulloch CAD **Menard CAD Morris CAD**

Nacogdoches CAD Nolan CAD Ochiltree CAD Panola Co Pecos Co Quanah ISD Reagan Co Refugio Co WCID Rusk Co

San Augustine Co San Saba CAD Sherman CAD Sterling Co Stonewall CAD Stonewall Co Throckmorton CAD

Valentine ISD Ward Co Wilbarger Co Yoakum ISD



Pritchard & Abbott, Inc. Henderson District Client List



Delta County Appraisal District

P. O. Box 47 Cooper, Texas 75432-0047 903/395-4118 Chief Appraiser – Ms. Kim Gregory

Franklin County Appraisal District

P.O. Box 720 Mount Vernon, Texas 75457-0720 903/537-2302 Chief Appraiser – Ms. Genea Burnaman

Freestone County Appraisal District

218 N. Mount Street Fairfield, Texas 75840-3144 903/389-5510 Chief Appraiser – Mr. Bud Black

Harrison Central Appraisal District

P. O. Box 818

Marshall, Texas 75671-0818

903/935-1991

Chief Appraiser - Mr. Robert Lisman

Houston County Appraisal District

P.O. Box 112 Crockett, Texas 75835-0112 936/544-9655 Chief Appraiser – Ms. Carey Minter

Leon Central Appraisal District

P. O. Box 536 Centerville, Texas 75833-0536 903/536-2252 Chief Appraiser – Mr. Jeff Beshears

Limestone Central Appraisal District

P.O. Drawer 831 Groesbeck, Texas 76642-0831 254/729-3009 Chief Appraiser - Mrs. Karen Wietzikoski

Morris County Appraisal District

P.O. Box 563
Daingerfield, Texas 75638-0563
903/645-5601
Chief Appraiser – Ms. Summer Golden

Nacogdoches County Appraisal District

216 W. Hospital St. Nacogdoches, Texas 75961-5144 903/560-3447 Chief Appraiser – Mr. Gary Woods

Panola County Appraisal District

1736 Ball Park Drive Carthage, Texas 75633-9998 903/693-2891 Chief Appraiser - Mr. Douglas McPhail

Rusk County Appraisal District

P. O. Box 7 Henderson, Texas 75652-0007 903/657-3510 Chief Appraiser - Mr. Terry W. Decker

Sabine County Appraisal District

P.O. Box 137 Hemphill, Texas 75948-0137 409/787-2777 Chief Appraiser - Mr. Tom Ince

San Augustine County Appraisal District

122 N. Harrison Street San Augustine, Texas 75972-1906 936/275-3496 Chief Appraiser - Ms. Evelyn Watts

Shelby County Appraisal District

724 Shelbyville St. Center, Texas 75935-3736 936/598-6171 Chief Appraiser – Mr. Robert N. Pigg



Henderson District Client List



Madison County Appraisal District

P. O. Box 1328 Madisonville, Texas 77864-1328 936/348-2783 Chief Appraiser - Mr. Matt Newton

Trinity Count Appraisal District

P.O. Box 950 Groveton, Texas 75845-9998 936/642-1502 Chief Appraiser - Mr. Gary Gallant

Wood County Appraisal District

P.O. Box 1706 Quitman, Texas 75783-1706 903/763-4891 Chief Appraiser - Mr. Tracy Nichols

Titus County Appraisal District

P. O. Box 528 Mount Pleasant, Texas 75456-0528 903/572-7939 Chief Appraiser - Ms. Geraldine Hull



Pritchard & Abbott, Inc. Amarillo District Client List



Armstrong County Appraisal District

PO Box 149

Claude, Texas 79019-0149

806/226-4481

Chief Appraiser - Ms. Debbie Stribling, Interim

Bailey Central Appraisal District

302 Main Street

Muleshoe, Texas 79347-3852

806/272-5501

Chief Appraiser – Ms. Kaye Elliott

Carson County Appraisal District

PO Box 970

Panhandle, Texas 79068-0970

806/537-3569

Chief Appraiser – Ms. Donita Davis

Cochran County Appraisal District

109 S.E. First St.

Morton, Texas 79346-3101

806/266-5584

Chief Appraiser - Mr. David Greener

Castro County Appraisal District

204 S. E. 3rd

Dimmitt, Texas 79027-2612

806/647-5131

Chief Appraiser - Mr. Jerry Heller

Collingsworth County Appraisal District

800 West Ave., Box 9

Wellington, Texas 79095-3037

806/447-5172

Chief Appraiser - Mr. Dwight Bowen

Cottle County Appraisal District

PO Box 459

Paducah, Texas 79248-0459

806/492-3345

Chief Appraiser - Ms. Nakia Hargrave

Dailam County Appraisal District

PO Box 579

Dalhart Texas 79022-0579

806/249-6767

Chief Appraiser - Ms. Holly McCauley

04 - Amarillo Dist Client List 2017

Dickens County Appraisal District

PO Box 180

Dickens, Texas 79229-0180

806/623-5258

Chief Appraiser – Ms. Patti Abbott

Doniey County Appraisal District

PO Box 1220

Clarendon, Texas 79226-1220

806/874-2744

Chief Appraiser - Ms. Paula Lowrie

Foard County Appraisal District

PO Box 419

Crowell, Texas 79227-0419

940/684-1225

Chief Appraiser - Ms. Jo Ann Vecera

Gray County Appraisal District

PO Box 836

Pampa, Texas 79066-0836

806/665-0791

Chief Appraiser - Mr. Tyson Paronto

Hall County Appraisal District

512 S. Main Street, Suite 14

Memphis, Texas 79245-3300

806/259-2393

Chief Appraiser - Ms. Gina Chavira

Hansford County Appraisal District

709 W. 7th Ave.

Spearman, Texas 79081-3407

806/659-5575

Chief Appraiser - Ms. Brandi Thompson

Hardeman County Appraisal District

PO Box 388

Quanah, Texas 79252-0388

940/663-2532

Chief Appraiser – Ms. Jan Evans

Hartley County Appraisal District

PO Box 405

Harriey, Texas 79044-0405

806/365-4515

Chief Appraiser - Ms. Patsy J. Lowry



1 of 2 january 30, 2017

Amarillo District Client List



Hemphili County Appraisal District

223 Main Street
Canadian, Texas 79014-2212
806/323-8022
Chief Appraiser - Ms. Pam Scates

Hutchinson County Appraisal District

PO Box 5065 Borger, Texas 79008-5065 806/274-2294 Chief Appraiser - Mr. Joe Raper

Kent County Appraisal District

PO Box 68 Jayton, Texas 79528-0068 806/237-3066 Chief Appraiser - Ms. Kay Byrd

King County Appraisal District

PO Box 117 Guthrie, Texas 79236-0117 806/596-4588 Chief Appraiser - Mrs. Kayla Briggs

Knox County Appraisal District

PO Box 47 Benjamin, Texas 79505-0047 940/459-3891 Chief Appraiser - Ms. Mitzi Welch

Lamb County Appraisal District

PO Box 950 Littlefield, Texas 79339-0950 806/385-6474 Chief Appraiser – Ms. Lesa Kloiber

Lynn County Appraisal District

PO Box 789 Tahoka, Texas 79373-0789 806/561-5477 Chief Appraiser – Ms. Marquita Scott

Moore County Appraisal District

PO Box 717 Dumas, Texas 79029-0717 806/935-4193 Chief Appraiser - Ms. Jackie Hayhurst

Ochiltree County Appraisal District

825 S. Main Street, Ste. 100 Perryton, Texas 79070-3556 806/435-9623 Chief Appraiser - Mr. Burton Jones

Parmer County Appraisal District

PO Box 56 Bovina, Texas 79009-0056 806/251-1405 Chief Appraiser - Ms. Jill Timms

Potter-Randali County Appraisal District

PO Box 7190 Amarillo, Texas 79110-7190 806/358-1601 Chief Appraiser – Mr. Jeffrey Dagley

Sherman County Appraisal District

PO Box 239 Stratford, Texas 79084-0239 806/366-5566 Chief Appraiser – Ms. Teresa Edmond

Stonewall County Appraisal District

PO Box 308 Aspermont, Texas 79502-0308 940/989-3363 Chief Appraiser - Ms. Debra Smith

Wheeler Central Appraisal District

PO Box 1200

Wheeler, Texas 79096-1200 806/826-5900 Chief Appraiser - Ms. Kimberly Morgan



Pritchard & Abbott, Inc. Fort Worth District Client List



Archer County Appraisal Distsrict

P. O. Box 1141 Archer City, Texas 76351-1141 940/574-2172 Chief Appraiser - Ms. Kimbra York

Baylor County Appraisal District

211 N. Washington St. Seymour, Texas 76380-2123 940/888-5636 Chief Appraiser - Ms. Beth Hrncirik

Bosque County Appraisal District

P. O. Box 393 Meridian, Texas 76665-0393 254/435-2304 Chief Appraiser - Ms. Marilee Greenwood

Clay Couny Apparisal District

P. O. Box 108 Henrietta, Texas 76365-0108 940/538-4311 Chief Appraiser - Mr. Gerald Holland

Cooke County Appraisal District

201 N. Dixon St. Gainesville, Texas 76240-3974 940/665-7651 Chief Appraiser - Mr. Doug Smithson

Coryeli Central Appraisai District

705 E. Main St. Gatesville, Texas 76528-1431 254/865-6593 Chief Appraiser - Mr. Mitch Fast

Eastland County Appraisal District

P. O. Box 914 Eastland, Texas 76448-0914 254/629-8597 Chief Appraiser - Mr. Randy Clark

Erath County Appraisal District

1195 South Loop Stephenville, Texas 76401 254/965-5434 Chief Appraiser - Mr. Jerry Lee

Falls County Appraisal District

P. O. Drawer 430 Marlin, Texas 76661-0430 254/883-2543 Chief Appraiser - Mr. Allen McKinley

Fisher County Appraisal District

P. O. Box 516 Roby, Texas 79543-0516 Chief Appraiser - Ms. Kellen Walker

Haskell County Appraisal District

P. O. Box 467 Haskell, Texas 79521-0467 940/864-3805 Chief Appraiser - Ms. Leah Robertson

Hockley Central Appraisal District

P. O. Box 1090 Levelland, Texas 79336-1090 806/894-9654 Chief Appraiser - Mr. Greg Kelley

Hood County Appraisal District

P. O. Box 819 Granbury, Texas 76048-0819 817/573-2471 Chief Appraiser - Mr. Greg Stewart

Jack County Appraisal District

P. O. Box 958 Jacksboro, Texas 76458-0958 940/567-6301 Chief Appraiser - Ms. Kathy Conner



Fort Worth District Client List



Jones County Appraisal District

P. O. Box 348 Anson, Texas 79501-0348 325/823-2422

Chief Appraiser - Mrs. Kim McLemore

Montague County Appraisal District

P. O. Box 121 Montague, Texas 76251-0121 940/894-6011 Chief Appraiser - Ms. Kim Haralson

Nolan County Appraisal District

P. O. Box 1256 Sweetwater, Texas 79556-1256 325/235-8421 Chief Appraiser - Mr. Robert Moore

Palo Pinto County Appraisal District

P. O. Box 250
Palo Pinto, Texas 76484-0250
940/659-1281
Chief Appraiser - Ms. Donna Kozlovsky

Parker County Appraisal District

1108 Santa Fe Drive Weatherford, Texas 76086-5818 817/596-0077 Chief Appraiser - Mr. Larry Hammonds

Tarrant Appraisal District

2500 Handley-Ederville Road Fort Worth, Texas 76118-6909 817/284-0024 Chief Appraiser - Mr. Jeff Law

Throckmorton County Appraial District

P. O. Box 788 Throckmorton, Texas 76483-0788 940/849-5691 Chief Appraiser - Ms. Dede K. Smith

Wichita Appraisal District

P. O. Box 5172 Wichita Falls, Texas 76307-5172 940/322-2435 Chief Appraiser - Mr. Edward Trigg III

Wilbarger County Appraisal District

P. O. Box 1519 Vernon, Texas 76385-1519 940/553-1857 Chief Appraiser - Ms. Sandy Burkett

Wise County Appraisal District

400 E. Business 380 Decatur, Texas 76234-3165 940/627-3081 Chief Appraiser - Mr. Mickey Hand

Young County Appraisal District

P. O. Box 337 Graham, Texas 76450-0337 940/549-2392 Chief Appraiser - Mr. Luke Robbins



Pritchard & Abbott, Inc. Houston District Client List



Aransas County Appraisal District

601 South Church Street Rockport, Texas 78382- 2513 361/729-9733 Chief Appraiser – Mr. Mike Soto

Austin County Appraisal District

906 E. Amelia Street Bellville, Texas 77418-2843 979/865-9124 Chief Appraiser - Ms. Carmen Ottmer

Bee County Appraisal District

401 N. Washington Street
Beeville, Texas 78102-3911
361/358-0193
Chief Appraiser – Ms. Irene Gonzales - Interim

Blanco County Appraisal District

P. O. Box 338
Johnson City, Texas 78636-0338
830/868-4013
Chief Appraiser - Mrs. Hollis Boatright

Burleson County Appraisal District

P. O. Box 1000 Caldwell, Texas 77836-1000 979/567-2318 Chief Appraiser - Ms. Kim Orr

Calhoun County Appraisal District

P. O. Box 49
Port Lavaca, Texas 77979-0049
361/552-4560
Chief Appraiser - Mr. Jesse Hubbell

DeWitt County Appraisal District

103 E. Bailey Street Cuero, Texas 77954-2400 361/275-5753 Chief Appraiser – Ms. Beverly Malone

Fayette County Appraisal District

P. O. Box 836 La Grange, Texas 78945-0836 979/968-8383 Chief Appraiser – Mr. Richard Moring

Frio County Appraisal District

P. O. Box 1129
Pearsall, Texas 78061-1129
830/334-4163
Chief Appraiser – Mr. Luciano R. Gonzales, Jr.

Goliad County Appraisal District

P. O. Box 34
Goliad, Texas 77963-0034
361/645-2507
Chief Appraiser - Mr. Richard Miller

Gonzales County Appraisal District

P. O. Box 867 Gonzales, Texas 78629-0867 830/672-2879 Chief Appraiser – Mr. John H. Liford

Hardin County Appraisal District

P. O. Box 670 Kountze, Texas 77625-0670 409/246-2507 Chief Appraiser - Ms. Crystal Smith

Harris County Appraisal District

P. O. Box 920975 Houston, Texas 77292-0975 713/812-5800 Chief Appraiser - Mr. Roland Altinger

Jim Hogg County Appraisal District

P. O. Box 459 Hebbronville, Texas 78361-0459 361/527-4033 Chief Appraiser – Mr. Jorge Arellano



Houston District Client List



Duval County Appraisal District

P. O. Box 809 San Diego, Texas 78384-0809 361/279-3305 Chief Appraiser - Mr. Brian Fields - Interim

La Salle County Appraisal District

P.O. Box 1530 Cotulia, Texas 78014-1530 830/879-4756 Chief Appraiser - Ms. Annie Garcia

Lavaca County Central Appraisal District

P. O. Box 386 Hallettsville, Texas 77964-0386 361/798-4396 Chief Appraiser – Mr. Greg Cook

Lee Central Appraisal District

898 E. Richmond Street, Suite 100 Giddings, Texas 78942-4252 979/542-9618 Chief Appraiser - Mr. James Orr

Liano County Appraisal District

103 E. Sandstone Street Llano, Texas 78643-2039 325/247-3065 Chief Appraiser - Mr. Gary Eldridge

Matagorda County Appraisal District

2225 Ave. G Bay City, Texas 77414-5018 979/244-2031 Chief Appraiser – Mr. Vince Maloney

Medina County Appraisal District

1410 Ave. K Hõndo, Texas 78861-1300 830/741-3035 Chief Appraiser – Ms. Johnette Dixon

Montgomery Central Appraisal District

P. O. Box 2233 Conroe, Texas 77305-2233 936/756-3354 Chief Appraiser – Mr. Mark Castleschouldt

Newton Central Appraisal District

109 E. Court St.
Newton, Texas 75966-3202
409/379-3710
Chief Appraiser – Ms. Margie L. Herrin
Karnes County Appraisal District
915 S. Panna Maria Ave.
Karnes City, Texas 78118-4105
830/780-4436
Chief Appraiser - Mr. Brian Stahl

Orange County Appraisal District

P. O. Box 457
Orange, Texas 77630-0457
409/745-4777
Chief Appraiser – Mr. Michael Cedars

Refugio County Appraisal District

P. O. Box 156
Refugio, Texas 78377-0156
361/526-5994
Chief Appraiser – Ms. Connie J. Raymond

San Patricio County Appraisal District

P. O. Box 938
Sinton, Texas 78387-0938
361/364-5402
Chief Appraiser – Mr. Rufino H. Lozano

Victoria Central Appraisal District

2805 N. Navarro, Ste. 300 Victoria, Texas 77901-3947 361/576-3621 Chief Appraiser – Mr. John Haliburton

Iavala County Appraisal District

323 W. Zavala Street Crystal City, Texas 78839-3240 830/374-3475 Chief Appraiser - Mr. Juan P. Tapia, Interim



Pritchard & Abbott, Inc. San Angelo District Client List



Borden County Appraisal District

P. O. Box 298

Gail, Texas 79738-0298

806/756-4484

Chief Appraiser - Mrs. Judy Harris, Interim

Coke County Appraisal District

P. O. Box 2

Robert Lee. Texas 76945-0002

325/453-4528

Chief Appraiser - Ms. Gayle Sisemore

Crane County Appraisal District

511 W. 8th Street

Crane, Texas 79731-3036

432/558-1021

Chief Appraiser - Mr. Byron Bitner

Crockett County Appraisal District

P. O. Box 1569

Ozona, Texas 76943-1569

325/392-8258

Chief Appraiser - Ms. Janet Thompson



Culberson County Appraisal District

P. O. Box 550

Van Horn, Texas 79855-0550

432/283-2977

Chief Appraiser - Ms. Maricel Gonzales

Dawson County Central Appraisal District

P. O. Box 797

Lamesa, Texas 79331-0797

806/872-7060

Chief Appraiser - Mrs. Norma Brock

Edwards Central Appraisal District

P. O. Box 858

Rocksprings, Texas 78880-0858

830/683-4189

Chief Appraiser - Ms. Judy Harris, Interim

Glasscock County Appraisal District

P. O. Box 155

Garden City, Texas-0155

432/354-2580

Chief Appraiser - Mx. Priscilla Ginnetti

Howard County Appraisal District

P. O. Drawer 1151

Big Springs, Texas 79720-1151

432/263-8301

Chief Appraiser - Mr. Ronny Babcock

Irion County Appraisal District

P. O. Box 980

Mertzon, Texas 76941-0980

325/835-3551

Chief Appraiser - Mr. Byron Bitner

Kimble County Appraisal District

P. O. Box 307

Junction, Texas 76849-0307

325/446-3717

Chief Appraiser - Ms. Kandy Dick

Loving County Appraisal District

P. O. Box 352

Mentone, Texas 79754-0352

432/377-2201

Chief Appraiser - Ms. Sherlene Burrows

Martin County Appraisal District

P. O. Box 1349

Stanton, Texas 79782-1349

432/756-2823

Chief Appraiser - Ms. Marsha Graves

Mason County Appraisal District

P. O. Box 1119

Mason, Texas 76856-1119

325/347-5989

Chief Appraiser - Mr. Ted H. Smith

McCulloch County Appraisal District

306 W. Lockhart St.

Brady, Texas 76825-4113

325/597-1627

Chief Appraiser - Mr. Zane Brandenberger

Menard County Appraisal District

P. O. Box 1008

Menard, Texas 76859-1008

(325) 396-4784

Chief Appraiser - Ms. Kayla Wagner



San Angelo District Client List

Midland Central Appraisal District



P. O. Box 908002 Midland, Texas 79703-8002 432/699-4991 Chief Appraiser - Mr. Jerry Bundick

Reagan County Appraisal District

P. O. Box 8
Big Lake, Texas 76932-0008
325/884-3275
Chief Appraiser - Ms. Stephanie Wilson

San Saba County Appraisal District

423 E. Wallace Street San Saba, Texas 76877-3527 325/372-5031 Chief Appraiser - Ms. Jan Vanderburg

Sterling County Appraisal District

P. O. Box 28 Sterling, Texas 76951-0028 325/378-7711 Chief Appraiser - Mr. Ronnie Krejci

Upton County Appraisal District

P. O. Box 1110 McCamey, Texas 79752-1110 432/652-3221 Chief Appraiser - Ms. Sheri Stephens

Ward County Appraisal District

P. O. Box 905 Monahans, Texas 79756-0905 432/943-3224 Chief Appraiser - Ms. Norma Valdez

Winkler County Appraisal District

P. O. Box 1219 Kermit, Texas 79745-1219 432/586-2832 Chief Appraiser - Ms. Connie Carpenter



PANOLA COUNTY, TEXAS PANOLA COUNTY COURTHOUSE, ROOM 216A CARTHAGE, TEXAS 75633

JANUARY 9, 2017

REQUEST FOR PROPOSALS AUTOMATED AD VALOREM TAX COLLECTION SYSTEM

The County is seeking proposals from firms qualified and experienced in providing Automated Ad Valorem Tax Collection to provide complete services to the Office of the Panola County Tax Assessor-Collector. The services to be provided through the contract awarded under this Request for Proposals (RFP) are hereafter referred to as the "Services," and shall consist of the goods and services, including training and maintenance, that are described generally throughout this RFP and with specificity in the attached Exhibit A, Scope of Work.

I. GENERAL INSTRUCTIONS

Panola County, Texas (County) invites qualified firms to submit proposals in response to this Request for Proposals (RFP). To be considered by the County, each proposal must be sent in a sealed envelope that is plainly addressed as follows:

Automated Ad Valorem Tax Collection System RFP Proposal Review C/o Lee Ann Jones, County Judge Panola County Courthouse 110 S. Sycamore, Room 216-A Carthage, Texas 75633

The envelope must contain one (1) original and three (3) copies of the proposal. The original copy must bear an original signature of an individual authorized to submit the proposal on behalf of the proposer.

Proposals must be received by the County no later than February 13, 2017 9:00 a.m. Requests for extensions of the closing date or time will not be granted. Proposals arriving late will not be considered. 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 the Proposer.



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Proposals will be opened on February 13, 2017 at 9:00 a.m., in the Commissioners Courtroom, Panola County Courthouse, Carthage, Texas during the meeting of the Commissioners Court. 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.

The County intends to protect its right to negotiate with proposers and will not make any proposal available to the public until after the contract award as required by Section 262.030(b) Local Government Code.

The County reserves the right to reject any and/or all proposals, to reschedule, extend, or cancel this RFP at any time, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the County.

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 County Commissioners Court.

USE OF TERMS

In this RFP, the terms "Contractor," "Offeror," "Proposer," and "Vendor," shall be used interchangeably to mean the entity that is submitting a response to this RFP, unless otherwise indicated by context.

CONTRACT FOR SERVICES

The contract for Services awarded under this RFP will consist of:

- This RFP, and all attachments, including Exhibit A, Scope of Work;
- Any amendments to this RFP, whether made by addenda or otherwise;
- The proposal, or any subsequently submitted and accepted best and final offer, submitted by the vendor to the extent that the proposal/best and final offer does not conflict with the terms of the RFP or any amendments to it; and
- The Notice of Award

II. PROPOSAL FORMAT

Vendors desiring to submit proposals in response to this RFP must comply with all mandatory submission requirements set out in this document. Failure to comply with any mandatory section of the RFP will subject the proposal to immediate rejection. However, any mandatory submissions are not the sole requirements of this RFP.

The Vendor shall pay all costs, direct or indirect, incurred in the preparation or presentation of the proposal(s). All supporting documentation and manuals submitted with this proposal will become the property of the County and any cost incurred will be paid by the Vendor.





A Vendor may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements of this RFP. However, additional proposals may be abbreviated in form, using the same format, but providing only that information which differs in any way from that contained in the initial proposal. Each proposal must be separately bound and identified.

It will be the responsibility of the Vendor, as the prime contractor, to insure that any and all subcontractors, if any, are responsive to the needs of the County in supplying hardware, software, equipment, programming, conversions, training, or other services as required by this proposal or any contract award arising from this RFP.

All qualified Vendors must demonstrate that their products meet the standards described in their responses to the RFP. Failure to demonstrate that the product meets the specifications as stated in the RFP will cause rejection of Vendor's proposal.

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor's ability to satisfy the requirements of this RFP. Emphasis in each proposal shall be on completeness and clarity of content.

The Proposal itself shall be organized in the following format and informational sequence:

Section 1 • Executive Summary

General overview of the proposal of two (2) pages or less.

Section 2 • Business Proposal

A. Company Overview

This section must provide the County with all details of the Proposer's business that are relevant to the Services being provided. The response must include at a minimum:

- a. The name, physical address, telephone number, email address, and fax of the person in your firm authorized to negotiate contract terms and render bidding decisions in contract matters;
- b. The full name and address of your organization and parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Specify the branch office or other subordinate element which will perform or assist in performing work herein. Indicate whether you operate as a partnership, corporation, limited liability company, or individual. Include the state in which incorporated or licensed to operate;
- c. An audited copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization;



- d. A list of at least three (3) county-government customers in Texas using a system of the Vendor's that is similar to that which is being proposed. If your entity has no county-government office customers in Texas, state that fact; and
- e. A list of all customers of government offices in Texas. If your entity has no government-office customers in Texas, state that fact and provide customers out of state using a system of the Vendor's that is similar to that which is being proposed.

B. Services Proposed.

This section must describe with specificity the proposed Services. The description provided in this Section must address each of the requirements stated in Exhibit A, Scope of Work and must include, at a minimum, the following additional information:

- a. An installation, implementation and testing plan that describes the integration and testing of hardware, software and databases of the proposed Services; and
- b. Complete product information and descriptive literature. Information submitted shall be sufficiently detailed to substantiate that products offered meet or exceed the specifications. Vendor is hereby put on notice that all information submitted according to this requirement will be incorporated by reference in the contract arising out of Vendor's response.

Additionally, this section must also include a proposal for a potential Services upgrade:

• Proposer shall include in its proposal an option for the County to upgrade the Services to a PC based operation. The proposal must effectively address and provide for the County's need to retain, access, and manage the notes that it currently accesses through AS400 Terminals. The proposal may provide for retention, access, and management of the County's notes by facilitating the County's continued use of at least one AS400 terminal for the life of the contract resulting from this RFP, and, or, converting and saving the existing notes and records for use with the upgraded Services.

The County, acting by and through the County Tax Assessor-Collector, may accept all or part of the proposed upgrade, or none of it, at the sole discretion of the Tax Assessor-Collector. The County expects that any upgrade that it accepts would need to be installed and operational, and all training for County staff completed, by no later than April, 1 2018, or such other date during the term of the contract resulting from this RFP as determined by the Tax Assessor-Collector at her sole discretion.

The Vendor's proposal for upgrade services must comply with the format specified in Article II of this RFP and may incorporate a reasonably identified form similar to the attached Exhibit B to show the pricing of the proposed upgrade

Section 3 - Cost Summary

Vendors are expected to thoroughly examine the specifications and all instructions.

Preparation of cost extensions shall be at the Vendor's risk. In the event of a Vendor error in any cost extension, the Vendor's unit price as stated in the Vendor's response to the RFP will prevail.

It is the Proposer's responsibility to specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the products or services required. The completion of the Cost Form (Exhibit B) provided in this RFP is mandatory for any proposal to be accepted. If there is additional information that is to be considered please feel free to provide that information in addition to the Cost Form as necessary. The County will not compensate or be liable to the Contractor for any fees or costs not explicitly stated in the proposal.

In addition to the proposer's completion of Exhibit B, this section must include a general summary, in brief narrative form, of the costs of each of the following components:

- a. Hardware (CPU, Memory, Disk. etc.)
- b. Other Hardware (UPS. Terminals, etc.)
- c. Operating System, Word Processer, and Spreadsheet software licenses
- d. Application and other software licenses
- e. Software Support & Diagnostics
- f. Other Equipment or Software
- g. System Maintenance services, including website maintenance
- h. Training

Section 4- Proposed Changes

In this section, the proposer shall state with specificity any terms of the contract to be awarded under this RFP which it wishes to have changed, as well as proposed alternative terms. The County may accept, deny, or negotiate proposed terms at its discretion. No changes to the terms of the contract as stated in this RFP shall be deemed accepted by the County unless so stated in writing.



III. PROPOSAL INFORMATION



Date	Event
January 11, and 18, 2017	Notice of Request for Proposal published in newspapers
January 31, 2017	Due date for questions
February 6, 2017	Response to proposer questions posted to website
February 13, 2017	Due date for proposals/Opening at Commissioners Court
February 13, 2017 – February 26, 2017	Analysis of proposals
February 27, 2017	Earliest Date of recommendation to Panola County Commissioners Court for approval

B. Interpretation of RFP Wording

Interpretation of the wording of the Proposal shall be the responsibility of the Office of the County Judge. County staff will not give verbal answers to inquiries regarding the contents of the Proposal; all official responses will be in writing. Any verbal statement regarding or interpreting this Proposal shall be non-binding.

C. Written Inquiries

No inquiries shall be made by phone. Proposers may make written inquiries concerning this RFP to obtain clarification of the requirements. Inquiries must be submitted no later than close of business on the date specified in the above provided "Schedule for Selection". Questions received by the County by this deadline, and corresponding answers, will be included in one or more addenda, which will be posted on the Panola County website at www.co.panola.tx.us.

Submit inquiries via E-mail to: leeann.jones@co.panola.tx.us; type "Automated Ad Valorem Tax Collection System RFP" in the subject line of the email, with a copy to the County Tax Assessor-Collector, at debbie.crawford@co.panola.tx.us.

D. Rights of the County

The County reserves the right to require additional information from Proposers and to conduct necessary investigations or interviews to determine the likelihood of Proposer performance and to determine the accuracy of proposal information.

E. RFP and Work Conditions

- 1. All Proposers are expected to carefully examine the RFP. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section III. C of this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the Proposer to obtain clarification of any information that is not fully understood.
- 2. By the submission of a proposal, the Proposer agrees to be responsible for: (1) having examined the RFP and all referenced citations of judicial decisions, statutory authority and local policy; (2) having become familiar with the nature and scope of the Services required by the County and (3) identifying any local conditions that may affect performance of services, labor availability, administrative rules or other factors that may impact the county's timeline for commencement and performance of the Services.

F. Public Information

Proposals do not become public records until an award has been made. Trade secrets and other materials considered confidential by the Proposer should be clearly marked as such. If a request is made to review or obtain copied of the information marked confidential under the Texas Public Information Act, the County will forward the appropriate document to the Texas Attorney General's Office which may request that the Proposer submit in writing its reasons as to why the information should be protected from disclosure. The County will abide by the decision of the Texas Attorney General.

G. All addends to this RFP will be in writing and forwarded by mail to all Vendors known to be in receipt of this RFP and shall be posted on the County's website.

IV. SCOPE OF SERVICE

- A. The service and performance requirements that the selected Proposer shall be required to perform, and the requirements that goods provided by the Contractor must meet, are set forth in the specifications attached hereto in Exhibit A. Failure to address or fully describe capabilities to accomplish all elements stated in this section will result in a loss of evaluation points.
- B. Proposer's proposal shall include all of the Services that are the subject of this RFP.
- C. Contractor shall be responsible for furnishing all labor, materials, equipment, software, and all other items necessary to perform under this RFP.
- D. The County requires that the Contractor have completed all software and equipment installations and commence performance of services required by the RFP no later than by April 1, 2017. A Proposer who intends to vary from this timeline should explain in detail its proposed service commencement date and the reasons therefor. During the final twelve (12) months of the Contract resulting from this RFP, Contractor shall take all actions reasonably necessary to cooperate with and provide

for a smooth and uninterrupted transition of services to any new Services provider selected by the County to succeed Contractor.

VI. EVALUATION CRITERIA

- A. A prospective Proposer must affirmatively demonstrate its responsibility. A prospective Proposer must meet the following requirements:
 - 1. Have adequate financial resources, or the ability to obtain such resources as required;
 - 2. Be able to comply with the required or proposed delivery schedule;
 - 3. Have satisfactory record of performance;
 - 4. Have a satisfactory records of integrity and ethics;
 - 5. Be otherwise qualified and eligible to receive an award.
- B. The County will evaluate each proposal in the areas of experience, service capabilities, and cost based on the following pre-determined criteria:

30%	Offeror's Qualifications/Experience and Financial Status
25%	Proposal Pricing
30%	Meets Needs and Requirement of Panola County as well as Future Needs
	through Enhancements and Upgrades
15%	Offeror's support/Service - Including Skills, Number and Availability of
•	Support and Service Personnel

- C. Proposal evaluators may require a Proposer to give an oral presentation or participate in discussions in order to clarify or elaborate on a proposal. Upon completion of oral presentations or discussion, Proposers may be requested to revise any or all portions of their proposals.
- D. Panola County staff, as determined by the Panola County Commissioners Court, and any consultants hired by the County, will evaluate all proposals.
- E. The County reserves the right to waive minor deviations in proposals providing such action is in the best interest of the County. Minor deviations are defined as those that have no adverse effect upon the County's interest and would not affect the amount of the proposal and thereby give a Vendor an advantage or benefit not enjoyed by other Vendors.
- F. If the County receives no valid proposals, the County reserves the right to negotiate on the best terms and conditions at the best possible prices.

V. GENERAL CONTRACT REQUIREMENTS

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A. Anti-Lobbying Provision

DURING THE PERIOD BETWEEN THE PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, IF ANY, PROPOSERS, INCLUDING THEIR PRINCIPALS OR OTHER OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, SHALL NOT DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE COMMISSIONERS COURT OR COUNTY STAFF EXCEPT UPON THE REQUEST OF THE COUNTY IN THE COURSE OF COUNTY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude proposers from discussing other matters with Commissioners Court members or County staff. The policy is intended to create a level-playing-field for all potential proposers, assure that contract decisions are made in public and to protect the integrity of the proposal process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the County. Violation of this provision may result in disqualification of the Proposer.

B. Invoicing and Payments

Unless otherwise mutually agreed in writing, invoicing by the Contractor shall, at the County's discretion, be monthly or quarterly, with sufficient detail to allow the County to determine the work performed for which payment is sought; and the Contractor shall upon request provide the County with appropriate supporting materials. Payment made by the County shall be in accordance with and governed by Texas Government Code chapter 2251.

C. Criminal Background Check

The Contractor and each of its officers, employees, agents and contractors who has physical access to the County data, must have a clear criminal background investigation (CBI) result. The Panola County Sheriff's Office will act as a liaison between the Contractor and the Texas Department of Public Safety and coordinate all required CBIs. The Texas Department of Public Safety must administer and process all CBI's.

D. Independent Contractor

By submitting a proposal Contractor represents and agrees that it is engaged in an independent business; that it will perform the work as an independent contractor and not as an employee of the County; that it has and will retain the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting the Contractor in the work; that it will be solely responsible for the payment of its employees and others assisting it in this work; and for the payment of all federal, state, county and municipal taxes, fees and contributions pertaining thereto; and that it will be wholly responsible for its own acts and the acts of all persons assisting it.

E. County Audit Rights

The County shall have the right to audit the Contractor Data Processes, which include, but are not limited to data gathering, entry evaluation and updating methods, and data storage, retrieval and security. Contractor will be required immediately to report any breaches or suspected breaches of data security, with detailed assessments of the scope of such breach or suspected breach; and to detail proposed Contractor responses and proposals to mitigate such breach or suspected breach and to prevent future such breaches. The County shall have the right to inspect and review Contractor's Data Practices and the Contractor premises where County-related services are provided as deemed by the County to be appropriate or necessary in the response to, or as reasonably necessary or convenient, to comply with, any law, regulation, or lawful order to which the County is subject.

F. Notification to County if County data is compromised, or is accessed by or disclosed to unauthorized persons

Contractor shall promptly notify the County in writing if any County Data, which for the purposes of this RFP and any related contract between the County and the Vendor means any data owned, generated, or collected by or on behalf of the County that is being managed or stored by the Vendor, is in any way compromised. For the purposes of this RFP, data shall be deemed compromised if: it is destroyed, deleted, lost, overwritten, corrupted, or modified by unauthorized persons; its integrity, accuracy or accessibility is otherwise diminished; if any unauthorized persons or entities access County data if any kind; or if there has been disclosure of County data of any kind to unauthorized persons. The notification owed to the County shall include identification of the data compromised, by or to whom compromised (if known), a full description of the nature and circumstances to the event; and of what, if anything, the Contractor is doing or proposes to do to remediate and to prevent such compromises in the future and the notification shall be updated or modified in writing promptly upon additional or different information about the event becoming known to the Contractor. If such an event occurs, the Contractor will cooperate with and assist the County in: investigating the event and remediating the data compromise; developing and implementing processes and procedures to prevent future such events, as may be requested by the County; and in any judicial or other proceeding that may result (including appearing as witness as requested by the County).

NOTHING IN THIS RFP SHALL BE CONSTRUED AS AFFECTING THE OBLIGATIONS THAT A PARTY HAS UNDER CHAPTER 521 OF THE TEXAS BUSINESS AND COMMERCE CODE OR WITH RESPECT TO ANY OTHER APPLICABLE STATE OR FEDERAL LAW RELATING TO THE PROTECTION OF PERSONAL INFORMATION

G. Notification to the County if disclosure of County data is sought or compelled

The Contractor shall promptly notify the County in writing if access to or disclosure
of County data of any kind by is requested by any third party, including but not
limited to any open records requests or judicial or administrative pleadings or

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requests, or for disclosure of or access to any County data otherwise sought, or is ordered or threatened to be ordered by a tribunal (including but not limited to a court or a governmental agency or unit) having the requisite authority and jurisdiction. Pending and after such notification, the Contractor shall take no action to release or provide access to such data, or by omission fail to take an action which would preserve the security of such data, preclude the County from timely seeking relief to avoid disclosure of or access to such data, or otherwise prejudice the County's practical or legal ability to protect or seek protection for the confidentiality of such data. Proposers and the ultimate Contractor are given notice that data and other information concerning the County system may include information made confidential by law, and that unauthorized disclosure may subject the disclosing party to liability.

H. Subcontracting of Services

The Contractor shall not subcontract the work to be performed hereunder, or any part of said work without the County's prior written approval. The County shall have full and complete discretion in withholding or granting such approval.

I. Altering Proposals

Any interlineation or alteration of the terms of this RFP proposed by the Vendor before proposal opening time, must be initialed by the signer of the proposal guaranteeing authenticity. All Vendors will be notified in writing of all proposed changes that are acceptable and all proposed changes that are not acceptable to the County. Any proposed changes not accepted by the County in writing shall be deemed rejected.

J. Sales Tax

The County is exempt by law from payment of Texas Sales and Use Tax and Federal Excise Tax; therefore the proposal shall not include such taxes.

K. Description and Materials

Any reference to model and/or manufacturer used in the Specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Design, strength, and quality of equipment and materials used in performing the Contract must confirm to the highest standards of manufacturing practice.

L. Compliance with Law

Proposals must comply with all federal, state, county and local laws concerning the Services.

M. References

The Offeror shall supply a list of at least three (3) references to whom Offeror has provided services and products similar to the Services.



VII. TERM

Any Contract resulting from this RFP will have an initial Term of five (5) years from April 1, 2017, or such other date established by agreement of the parties. Upon expiration or termination of the contract for any reason, the County, at its sole discretion, may extend the term of the contract to a month-to-month basis as may be necessary to allow time for the completion of any solicitation processes deemed necessary or advisable by the County in its sole discretion, or to ensure continuity of business operations. The contract price during any month-to-month term shall be an amount equal to the prices paid by the County at the time that the contract begins the month-to-month term. If the County is paying on a quarterly invoice basis, such price shall be prorated to reflect an even monthly amount.

VIII. CONDITIONS

- A. Late proposals, if properly identified, will be returned unopened. No proposals may be withdrawn without written consent by the County in response to a written request to withdraw.
- B. The County desires to have the Proposer submit a proposal that incorporates all significant points enumerated in this RFP. Where the proposal is silent, the County will assume that the services set forth in Exhibit A are accepted by the Proposer and intended by the Proposer as a part of the proposal. The Panola county Commissioners Court may accept one or more Proposers to become Contractors, and may accept or decline specific aspects of particular proposals, at its sole discretion.
- C. A system for perpetual record keeping shall be maintained by the Contractor until the Contract is terminated, and for a period of no less than three years thereafter; and Contractor must make such records available to the County upon request during this entire period. The County shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to this project. No information produced as a result of any agreement or contract with the County can be released without the prior written consent of the County.
- D. It is the County's intent that a written notice of award mailed or otherwise furnished to the successful Proposer results in a binding contract without further action by either party. A written supplement, signed by both parties, will be needed to document any agreed terms inconsistent with this RFP and/or successful proposal.
- E. The County intends that payments to Contractor shall be made from current funds. Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the County and is subject to cancellation by the County upon sixty (60) days written notice, ether in whole or in part, without penalty, if funds are not fully appropriated by the Commissioners Court. The County agrees



to use reasonable efforts to obtain and appropriate funds for the payment of the Contract.

- F. The County reserves the right to terminate all or any part of any order or contract award resulting from this solicitation, with thirty (30) days written notice if the Commissioners Court deems termination in the best interest of the County, or for the County's convenience or to terminate immediately upon written notice to the Contractor for delay or nonperformance by the Contractor, or for other default by the Contractor that has not been cured within ten (10) days of written notice from the County. In the event of the termination of the contract with the Contractor for any reason the Contractor has sixty (60) business days to export and return to the County all County information, software, and equipment in its possession or under its control or to which the Contractor has a right of possession of control. Within ten (10) days thereafter, the Contractor must certify and warrant to the County in writing that it has been returned all such data to the County as required and that all other County data has been permanently and securely deleted and the applicable hosting or other equipment has been wiped clean as required.
- G. The person whose signature appears on the Proposal hereby certifies (by signing the Proposal) that the individual, firm and/or any principal of the firm on whose behalf the Proposal is submitted is not listed in the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of the Proposal, and agrees to notify the County of any debarment inquiries or proceedings, or of the threat or notice of any such inquiries or proceedings, by any federal, state or local governmental entity, which exist as of the date of submission of the Proposal, or that arise between the date of submission and such time as an award has been made under this procurement action.
- H. <u>INDEMNIFICATION BY CONTRACTOR</u>. To the fullest extent permitted by applicable law:

The Contractor will protect, defend with counsel approved by the County (such approval not to be unreasonably withheld, delayed or conditioned), and hold harmless the County and its officers, elected officials, employees, agents, contractors, and representatives (all collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") arising from, concerning or related to the performance of services or the provision of goods by Contractor under the Contract, even if the damage is caused in part by the Indemnitees, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitees.

Contractor shall protect, defend and hold harmless the County and other Indemnitees from and against all third party claims, suits, liens, causes of action, damages, judgments, and expenses, including attorneys' fees, and other

costs or losses arising from infringement or alleged infringement by Contractor or any of Contractor's agents, subcontractors, representatives of employees of any United States patent trademark, or copyright, arising by or related to any of the services performed or goods provided hereunder by Contractor; the receipt of the County or any of the Indemnitees of such goods or services; or use of any article or material, including any intellectual property, received from or otherwise provided by Contractor to the County or other Indemnitees and used at the direction, or with the express or implied consent or other approval, of the Contractor. Contractor does not warrant against infringement by reason of the County's use of the Services in any manner not sanctioned by Contractor or reasonably implied by the Contractor's proposal submitted under this RFP.

Upon becoming aware of any complaint or allegation of a claim, or upon filing or threat of filing a suit with claims covered in this Paragraph H, the County shall promptly notify Contractor. Contractor shall be given full opportunity to settle or defend the claims or suit provided that any settlement terms that directly affect the County or any Indemnitee are subject to agreement by the County or the Indemnitee, as appropriate.

In the event of litigation or other proceedings concerning such a claim which contractor defends, the County agrees to cooperate reasonably with Contractor. Contractor agrees to use legal counsel approved by the County, such approval not to be unreasonably withheld, delayed or conditioned; and the County and other Indemnitees shall be entitled to be represented by counsel at their own expense.

These indemnity obligations shall survive the termination of this Contract or any agreement or purchase order arising under or related to it, for any reason whatsoever.

- I. No Arbitration. The County reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. The County shall not be subject to any arbitration process prior to exercising its unrestricted right to seek a judicial remedy, or without the County's written consent to arbitration, which may be withheld by the County in its sole discretion. The remedies set forth herein or in any contract awarded are cumulative and not exclusive, and may be exercised concurrently. To the extent that there is any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- J. Choice of law; venue. Any claim or dispute concerning, related to, or arising under this RFP or any contract awarded under it shall be subject to the law of the State of Texas, without giving effect to its choice of law provisions. Venue for any such claims or dispute shall be and lie solely in the courts located in Panola County, Texas. The Contractor hereby expressly agrees to submit to the jurisdiction of such courts.



- K. <u>Survival of terms</u>. If a court or other body having authority or jurisdiction determines that any provision in the contract is illegal or otherwise unenforceable, the remainder of the contract shall nonetheless survive and remain enforceable to the extent lawful and practicable and without changing the underlying purpose and intent of the parties:
- L. <u>Construction</u>. Descriptive headings or captions in this Agreement are for convenience only and will not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed, unless otherwise defined in this Agreement. Listing of items will not be exclusive unless expressly so stated, but shall include the items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rules of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or plural herein shall include the other, unless context requires otherwise.
- M. <u>Nonassignable</u>. The contract is not assignable by Contractor without the express written consent of the County, which will be given or withheld in the sole discretion of the County.
- N. <u>Cooperation</u>. Contractor agrees to cooperate fully with the county in the performance of the Services hereunder, or in the defense or settlement by the County of any lawsuit or other claim by any third party concerning, related to, or arising from the Services or this Agreement.
- O. <u>Notice</u>. All notices required to be given under the contract must be in writing. Any notice required or permitted to be given will be deemed delivered upon deposit in the U.S. Mail, when sent by certified mail, return receipt requested, postage prepaid, correctly addressed to the party as set forth below with a copy sent to such party by facsimile on the date of deposit into the mail:

County Judge
Panola County Courthouse
Carthage, Texas 75633
Telephone: 903-693-0392
Facsimile: 903-693-2726

Email: leeann.jones@co.panola.tx.us

If to Contractor:			
	<u>. </u>		
		, Texas,	



Attn:	•
Telephone:	
Pax:	
Email:	

Notice given by receipted hand delivery or by delivery by overnight courier (if by a reputable commercial service capable of tracking shipment and verifying delivery address and recipient's name) will be deemed delivered when actually received by the person to whom notice is to be given, as specified above. No method of notice other than that specified in this Paragraph O will satisfy this notice requirement, though for convenience, a phone call and/or an email courtesy notice may also be given, but must be followed by written notice as specified above. Either party may change its address or designated contact for notice by providing written notice to the other party as provided herein. Such notice of change of address or contact will be effective fourteen (14) days after it is delivered to the other party.

Waiver of Claims Based on Proposal. EACH OFFEROR BY SUBMISSION OF A PROPOSAL TO THIS REQUEST FOR PROPOSAL WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, AND REPRESENTATIVES, AND OTHER CONSULTANTS, CONNECTED WITH, RELATED TO, OR ARISING FROM THIS REQUEST FOR PROPOSALS, INCLUDING WITHOUT LIMITATION, THE ADMINISTRATION OF THE REQUEST FOR PROPOSALS, THE PROPOSAL EVALATIONS, AND THE SELECTION OR NON-SELECTION OF THE OFFEROR.

- P. <u>Insurance Requirements</u>. Proof of insurance meeting the requirement set out in Exhibit C to this RFP must be furnished by the selected Proposer within five (5) days after the award of the Contract.
- Q. <u>Conflict of Interest Questionnaire</u>/ <u>Disclosure of Interest</u>. 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 Proposers Proposal.

The Proposer selected to provide Services under this RFP shall provide the County with a completed Certificate of Interested Parties (Form 1295) as required by Section 2252.908 of the Texas Government Code, and which is available at: https://www.ethics.state.tx.us/tec/1295-Info.htm, before the award of contract is made.

R. <u>Contractor Warranty</u>. Contractor warrants that Services provided shall confirm to the Specifications and that the Services will be performed in a professional and workmanlike matter in accordance with generally acceptable industry standards.



S. <u>Price Reduction</u>. If during the term of the Contract, the Contractors' prices to other customers for similar services below the price under this Contract, Contractor understands and agrees that the benefits of such reductions shall also be extended to the County.

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EXHIBIT A

PANOLA COUNTY, TEXAS AUTOMATED AD VALOREM TAX COLLECTION SYSTEM REQUEST FOR PROPOSAL SCOPE OF SERVICE REQUESTED

NOTE ON TERMS USED: All capitalized terms used in this Exhibit A shall have the same meaning used in the preceding body of the RFP unless otherwise indicate expressly or by context.

HARDWARE AND SOFTWARE SPECIFICATIONS

I. HARDWARE SPECIFICATIONS

Vendor must bid a TURNKEY Installation. Any additional costs to complete the Installation and not specified in the proposal, will be at the expense of the Vendor.

Central Processing Unit

The proposed system must be compatible with the County's needs. The system must be expandable in the field without replacing the CPU or operating system in order to meet the future needs of the County. Vendor must specify the number and type of internal expansion slots, maximum memory, etc. required to accommodate an increase in usage of the Services of 25% during the term of the contract.

Memory

Sufficient memory as determined by the Vendor's analysis to perform the professional services defined in this document

Disk Capacity

Sufficient disk capacity to meet the storage requirements of the professional services defined in this document with ability to add additional services in the future.

Note: The County will require Vendor to guarantee the configuration of the hardware.

Terminals

The proposed system must include a minimum of seven (7) CRTs, PCs and/or port connections.

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Printers

The proposed system must include a minimum of eight (8) printers (200 cps min.) and/or port connections. (All of these must be laser printers.)

Remote Access

The proposed system must include a dial-up modem, minimum 1200 baud, for remote software diagnostics and support.

Backup

The proposed system must include computer tape as the primary method of data backup and transfer. Minimum configuration is a 1/4" 120MB drive.

Hardware and Software Maintenance and Software Diagnostics and Support

Vendor must include hardware and software maintenance and software diagnostics and support in this proposal.

Installation and Cabling

Hardware proposal must specify the costs of all cables, connectors, modems, line conditioners, etc. necessary for the operation of the computer system. Proposal shall specify who will be responsible for cost of cable and labor for installing.

Hardware Requirements (Recap)

- 1-CPU
- 1 Diagnostic Modem
- 7 CRTs, PCs and/or Port Connections
- 8 Printers and/or Port Connections (All must be laser)
- 1-Hub

II. APPLICATION SOFTWARE REQUIREMENTS

The system must include the following operational software capabilities:

AUTOMATED AD VALOREM TAX COLLECTION

- Tax Collection
- Vehicle Inventory Tax Collection
- Payment/Adjustment Records
- Tax Payment History
- Post & Print Tax statements



- Tax Roll
- Delinquent Tax Roll
- Tax Certificate Processing
- Acceptance of on-line credit card payment

III. WEBSITE SERVICES

Vendor shall provide and maintain the County Tax-Assessor-Collector's public-facing website.

IV. PROPOSAL FOR UPGRADE

Proposer shall include in its proposal an option for the County to upgrade the Services to a PC based operation. The proposal must effectively address and provide for the County's need to retain, access, and manage the notes that it currently accesses through AS400 Terminals. The proposal may provide for retention, access, and management of the County's notes by facilitating the County's continued use of at least one AS400 terminal for the life of the contract resulting from this RFP, and, or, converting and saving the existing notes and records for use with the upgraded Services.

The County, acting by and through the County Tax Assessor-Collector, may accept all or part of the proposed upgrade, or none of it, at the sole discretion of the Tax Assessor-Collector. The County expects that any upgrade that it accepts would need to be installed and operational, and all training for County staff completed, by no later than April, 1 2018, or such other date during the term of the contract resulting from this RFP as determined by the Tax Assessor-Collector at her sole discretion.

The Vendor's proposal for upgrade services must comply with the format specified in Article II of the RFP and may incorporate a reasonably identified form similar to the attached Exhibit B to show the pricing of the proposed upgrade

FIRM/OFFERER: Puther + Q	Afort, che.	
BY: Kein M. Suns		Manager
Signature	Title	
ADDRESS: 4900 Overton Com		
Fail Worth, Tx 761	132-3687	
PHONE: 1.880.880.7861		



OFFERER MUST SIGN THE AFFIDAVIT THAT IS AT THE LAST PAGE OF THIS EXHIBIT A AS PART OF THIS RFP.





General Questions	Yes	No	Comments
How long has the software Vendor been providing			
software solutions to Texas County Tax	455		50 + year
Assessors/Collectors? Years			
How many Texas Tax Collection Systems does the	81		
software vendor have installed? Number	81	_1	
Does the system make use of variable or fixed field length			Balla
records? Answer Yes for variable or No for fixed.			DOM
Is all software application support, for any and all			
departments, accessible through the same 800#, or a	Yes		
number to a local support office?	100	`	
Does the software vendor market and support software			
applications on hardware platforms of at least two (2)	Yes		
major hardware manufacturers?	700		
Does the proposal contain a detailed description of the	,		
Vendor's plan for installation and training of the new	YES		
system?			
Does the Vendor agree to provide ongoing support of the	YES		
Installed applications for a minimum of five (5) years?	165		
Does the system include a comprehensive security			
package protecting against unauthorized database access	Mac		
on the basis of terminal ID, agency ID, user ID password,	Yes		
selected data element values, and need to know?			
Are all conversion costs included in the proposal?	TES		
Are all training costs included in the proposal?	IES		
Can the system store the text of standard documents and	1100		
automatically fill in the blanks from the database and the	Yts		
notices be produced individually or in batches?	'	1	



Tax Collections	Yes	No	Comments
Bill Record	X		
Property ID	X		
Statement Number	X		
Jurisdiction	<u> </u>		
Tax Year	X		
Tax Amount	Х		
Transaction Date	X		
Posting Date	У		
Computer Date	X		
Due Date	X		
Balance	Х		
Court Cost	X		
Suit Number	У		
Bankruptcy Information	X		
Comments	X		
Status Flags	Х		
Will the system allow for ad hock reporting to all fields	140		
listed	1 412		



(
Commercial Control

Payment/Adjustment Record	Yes	No	Comments
The tax statements generated by either the Vendor's software of previous delinquent bills must have the ability to be accessed and posted. The County Tax Office expects the Vendor to include the cost to convert the existing delinquent bills into the collections software. For future expansion, each workstation must have the ability to support a cash drawer and receipt printer.	X		
The system must produce a detailed audit trail of all posting, refund overpayments, and underpayments, etc., activity for each statement.	X		
The system must support posting half payments for multiple entity collections. All reports, second notices, and delinquent notices must support half payments.	X		
The system must support different discount rates for multiple entity statement printing and posting.	X		
The system must generate Daily, Weekly, Monthly, and Yearly Posting Reports for Multiple Entity Collections.	X		
The system must generate detailed audit reports of all collection transactions. The reports include reports for each entity, outstanding bills, for each taxing entity, and detail change in levy reports due to supplements, modifications, and previous years adjustments, etc.	X		
Will the system produce a detailed audit trail of all posting, refund, etc. activity for each statement?	Х		
Will the system support half payment for multiple entity collections?	X		
Will the system support all half payments for all reports, second notices, and delinquent notices?	×		
Will the system support quarterly payment contracts?	X X X		
Will the system support partial payments of any amounts?	X		
Will the cash drawers support a wand bar code reader?	<u> </u>		
Will the system support over 65 deferral payments?	Y		
Will the system support automated payments by a mortgage company?	X		



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Standard Reports	Yes	No	Comments
*Print Batch Balance Report	X		
*Print Batch Distribution Report			
*Print Batch P & I Distribution Report	X		
*Print Batch Collections Report	X		
*Print Batch P & I Collections Report	X		
*Print Batch Unpaid Refund Report	X		
*Print Batch Paid Refund Report	×		
*Print Multiple Entity Batch Report	X		
*Print Escrow Report	×		
The System should print the following Monthly Reports:			
*Monthly Distribution Report	X		
*Monthly P & I Distribution Report	X		
*Monthly Collections Report	X		
*Monthly Unpaid Refund Report	У		
*Monthly Paid Refund Report	*		
*Monthly Escrow Collections Report	×		
*Monthly Escrow Outstanding Report	У		
*Multiple Entity Collection Report	X		
The System should:			
Print a Recap Report	X		
Print original roll report	×		
Print variance report	X		
Print detailed variance report	X		
Print outstanding bill report	X		
Print tax certificate report	X		
Print partial payments report	X		
Print quarterly payments report	X		
Print status collections report	X		
Print returned check report	X		





Print Tax Statements	Yes	No	Comments
The system must generate tax statements for current year taxes and have the ability to generate second and delinquent tax statement notices.	X		
Will tax statements print for a single entity of combine multiple entities on one statement?	Combine		
Print Tax Roll			
The system must generate tax rolls for current and delinquent (operator choice) year bills.	X		
The system must generate a paid tax roll or range of selected tax years maintained on the system.	X		
Print Delinquent Tax Statements			
The system must generate delinquent tax statements for both current year and all previous years for a property on one or all jurisdictions collected.	×		
Print Delinquent Tax Roll			
The system must generate delinquent tax rolls for both current year's delinquent bills and all previous delinquent bills.	Х		
Tax Certificate Processing			
Tax Certificates must be produced for all entities.	X		
Automatic P&I Calculations and Attorney Fee Calculations.	Х		
Partial payments that are applied to system and calculate P&I and attorney fees on unpaid balance.	X		
Will Tax Certificates reflect refunds?	X		
Must be able to select property item using:			
**Property ID	X		
**Bill ID	X		
**Current Owner	Х		
**Xref ID	Х		
**Alternate Xref ID	×		
** Abstract/Subdivision	X		
**Current Owner (with unpaid status)	X		





The System should have a bill listing menu that supports the following:	Yes	No	Comments
**Ability to produce complete bill listing	X	†	
**Produce complete bill listing for a select list	×		
*Reprint pages for a complete bill listing	X		
**Generate complete bill listing microfiche tape		X	
Print complete bill listing totals	Х		
The System should have a product administrator Menu that allows for the following:			
*Code file maintenance	X		
*Define user access privileges	X		
*Batch ID maintenance functions	X		
**Data transfer menu options	X		
Purge functions	人		
·Complete list of utilities and miscellaneous functions	X		
Mortgage tape exchange functions	X		
*Code file maintenance	X		
The System must provide for bill, property and owner maintenance.			
The System should allow owner maintenance by looking up owner using either:			
*Owner ID	X		
*Property ID	X		
*Bill ID	X		
*Owner Name	X		
*Owner Phone Number	X		



Bank Lock Box Processing	Yes	No	Comments
Scannable OCR "A" Scan Line on All Outgoing Statements	X		Taxroll
(Current and Delinquent)	/ /		IUKKUII
Batch File Transfer and Update	X		
Unmatched Amounts and Accounts to Escrow	×		
Override Calculated P & I, Attorney Fees. and Base Tax due	./		
to Bankruptcy or Special Security Access	X		
Add Court Cost to Bill or Create Court Cost Bill	X		
Ability to quickly key mail payments	X		
Tax Rolls to Tape for Laser Printing and Microfiche	Х		Printing
The System must support the County Tax Office collecting for multiple taxing entities. The County Tax Office will generate a single tax statement for each property that contains the tax rate. tax calculation, etc. for the appropriate taxing entity	*		
The County Tax Office must also have the ability to post single payments and have the system automatically calculate and distribute the funds to the appropriate M&O, I&S, P&I, and attorney fee accounts for each taxing entity on the statement. The system must have the capability to support different P&I and attorney fee rates for each entity that appears on the multiple entity statement	X		
Ad Hoc Reporting			
The System must have the ability to select and/or sort on any/all data elements, in the County Tax Office's database and format a report with any data elements with the ability to total and subtotal any numeric field in the County Tax Office's database.	X		

Any of the required items that are separate software products which require separate software license, annual fee, etc. should be so noted along with the company name, product name and appropriate fees.

NOTE: The Panola County Tax Office is interested in a complete turnkey software package. The above list of features is not intended to be a definitive list of features. The Vendor must specify if any additional features, features not included in the proposed system, are available and the additional cost to the County.





RETURN ENTIRE PACKET AND ALL DOCUMENTATIONREQUIRED BY THIS REQUEST FOR PROPOSAL

PROPOSAL AFFIDAVIT

All pages in Offeror's proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be 90 calendar days from the date of the proposal opening. STATE OF
COUNTY OF TARRANT
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin Mc Burnet who after being by me duly sworn, did depose and say:
"I, am a duly authorized officer or agent for it with the deand have been duly authorized to execute the foregoing proposal on behalf of the said fixthank Office.
I hereby certify that the foregoing proposal has not been prepared in collusion with any other Offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the Offeror is not now, no has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer to not to offer thereon."
Name and Address of Offeror: RITCHARD & LABOUT, TWC., 4900 OVERTON COMMONS COURT, FORT WORTH, THE TELEPHONE Number: 1.800.2807861 By: KEVIN M-BURNETT Title: TOFFRAMITION SERVICES MANAGER Signature: Kein M. Humis
SUBSCRIBED AND SWORN to before me by the above-named <u>Kevin Mc Burnett</u> on this the 36 day of <u>January</u> , 20 17 Sinda Menton
Notary Public, State of
ACTION THE PROPERTY OF THE PRO

Linda Newton Commission Expires 12-04-2019 Notary ID # 637350-5



EXHIBIT B

COST FORM

AUTOMATED AD VALOREM TAX COLLECTION SYSTEM

The undersigned Proposer agrees to perform Automated Ad Valorem Tax Collection services in accordance with this Request for Proposal (RFP) and provide all related products and services at the prices indicated below for the five (5) year term established as provided on the RFP.

All costs should be specified on a per month or quarterly basis or purchase price basis.

Vendor shall include purchase prices on latest personal computers, dot matrix printers, laser printers, scanners and any other technology necessary to implement an automated tax collection system. Please include price of a printer that would be appropriate to print a high volume of tax statements.

Vendor must give price figures for adding additional optional professional Services, additional CRT" different type printers, larger CPUs, additional software, etc. Vendor must also give reduction in price if the County selects fewer CRTs or printers. All prices should be specified on a per month or quarterly purchase price basis.

Please indicate the additional price for adding additional users. Please specify your hourly and site visit cost associated with technical assistance on County owned equipment. Please specify price of additional training on a per house basis. Furthermore, please specify maintenance price for all hardware involved.

Please specify who will be responsible for cost associated with additional or new cable for system

The Proposer may complete this Exhibit B by recreating it at a scale suitable for a complete response, or may use additional pages.

	COST
Hardware and Supplies:	
Host County Data offsite Content Filter, Antivirus	\$ 4000.°°
Dell PC's	\$ 4000,00
7 HP Laser Printers	\$ 1.800,00
I HP 3005D Laser Printer	REPLACED WITH HPLASER VET PED 400
Note Toner Cartridges (NR - 3005D)	#2,400.00
1 Consumables Kit (HP 3005D)	N/A



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12 Toner Cartridges (HP 3015)	N/A
25 Cases of 3-Hole Copy Paper	\$1,000,00
50 Cases of Copy Paper	\$ 1.900.00
Fold and Stuff Tax Statements:	\$ 21,450,00
	¥ 21,450,00
Tax Collection Web-Site:	\$ 3,800.00
	4 3,000,00
Collection Software:	
Software provides the ability	
to post current and delinquent	YES.
taxes;	
1-800 Customer Service	YE5
Support;	
1-800 Hardware Support;	Y65
Admission to User Meetings;	Y65
Generate Monthly Reports;	YE5
Provide daily, weekly,	
summary totals;	Y65
Error and Supplemental	
Reports;	YES
Print Supplemental Tax	•
Statements;	YE5 YES
Print Receipts on demand;	YES
1 Copy of Second Notice	
Statements;	YES
Second Tax Notice (per form)	YES
Delinquent Statements	
(consolidated)	YES
Real Estate Home Owner	
Statements	YES .
Additional Laser Copies of	
Tax rolls	YES
Delinquent Tax rolls and	
Binders	YES
Data Tape	YES
Delinquent Tax Statements	•
(consolidated)	YE5
Labels	YE5
Formatting records to CD-	•
ROM	N/A
Writing Records to CD-ROM	N/A
Additional copy of CD-ROM	· N/A
	13/27



Total:	_/^	1
Disk	N/A	
Software Programming or	\$75.00 PERHIZ	1
Development	TO: PERHIZ	
System Analyst	\$ 85.00 PERHO	
Hardware/Software Technical Services	\$ 75,00 PER HR	
1 Copy of Posted Tax Roll;	INCUDED	1
Convert Appraisal District file	INCLUDED	
Software and Printing of Tax Roll and Statements	INCLUDED	
2 copies of Tax Rolls	INCLUDED	
1 copy of Detachable Tax		
Statements	INCLUDED	
MONTHLY TOTAL	\$47,675.00 IN APRIL, JULY, VAI AND OCTOBER 072017	UUARY
QUARTERLY TOTAL		
ANNUAL TOTAL	\$ 190,700.00	

IF THE PROPOSER INTENDS TO INCREASE THE COST OF THE CONTRACT OVER THE TERM OF THE CONTRACT, PLEASE STATE BELOW THE TOTAL CONTRACT PRICE TO BE APPLIED TO EACH CONTRACT YEAR BELOW.

Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
\$194,500,00	\$198,400.00	\$202,370.00	#206,402.00



PROPOSER:	
COMPANY NAME:	PRITCHARD & ABBOTT INC.
BY: Kein /11	Sunt 2.10.17.
PRINTED NAME: _	KEVIN MCBURNETT
TITLE:	INFORMATION SERVICE MANAGER
DATE:	2.10.17
ADDRESS:	4900 OVERTON COMMONS COURT FT WORTH TX 76132
TELEPHONE:	1.800,880,7861
FAX:	1817, 927, 5341
EMAIL:	KMCBURNETT @ PANDAI. COM
APPROVED:	· · · · · · · · · · · · · · · · · · ·
County Judge	Date

PROPOSER:	
COMPANY NAME: Prithard + alfort, ch	ve.
BY: Lein M' Bures	
PRINTED NAME: KEUIN MEBURNETT	
TITLE: chifornation Leiner Manager	
DATE: 1.30.17	
ADDRESS: 4900 Overtor Commons Coun	T, FORT WORTH, Tx 76132
TELEPHONE: /.800.880.786	· ·
FAX: 1.800.927.53/4	
EMAIL: KUCBURNETT @ PANDAI.COM	
APPROVED:	
County Judge	Date



EXHUBIT C

INSURANCE REQUIREMENTS

General Liability:

Contractor's insurance shall include blanket contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate and shall include the following:

- Blanket Contractual Liability
- Personal Injury
- Products and completed operations

Business Automobile Liability:

Contractor's insurance shall include Business Automobile Liability coverage with a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage
- Any and all Owned, Non-Owned or Hired vehicles, including employee owned yehicles used for business in whole or in part

Workers' Compensation and Employers Liability Insurance:

Contractor must elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Contractor shall maintain said coverage throughout the term of the contract and shall comply with all provision of Title 5 of the Texas Labor Code to ensure that the contractor maintains the coverage. Any termination of workers' compensation insurance coverage by Contractor or any cancellation or non-renewal of workers' compensation insurance coverage for the contractor will constitute a material breach of the contract.

Contractor's insurance will include Employer's Liability coverage with limits of at least \$500,000 each accident.



Other Insurance Requirements:

Contractor's general liability and auto liability insurance policies through policy endorsement shall name the County as an additional insured and must include wording that states that the policy shall be primary and non-contributory with respect to any insurance carried by the County. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. The County must be notified at least 30 days in advance of any cancellation of any of the required policies. The County must receive a copy of the full policy from the selected firm.

The Contractor must agree to waive subrogation against the County, its officers, employees, and elected representatives for injuries, including deaths, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.



ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Wortham Insurance & Risk Mgmt. PHONE (A/C, No, Ext): 817-336-3030 E-MAIL (A/C, No): 817-336-8257 1600 West Seventh Street ADDRESS Fort Worth, TX 76102-2505 INSURER(S) AFFORDING COVERAGE NAIC # 817 336-3030 INSURER A: Cincinnati Casualty Company 28665 INSURER B: Texas Mutual Insurance Company INSURED 22945 Pritchard & Abbott, inc. INSURER C : **4900 Overton Commons Court** INSURER D : Fort Worth, TX 76132 INSURER E : INSURER F COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY 06/01/2016 06/01/2017 EACH OCCURRENCE Α EPP0011933 \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X OCCUR \$10,000 MED EXP (Arry one person) \$1,000,000 PERSONAL & ADV INJURY GENERAL AGGREGATE \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OF AGG [\$2,000,000 POLICY 06/01/2016 06/01/2017 COMBINED SINGLE LIMIT EBA0011933 AUTOMOBILE LIABILITY \$1,000,000 **BODILY INJURY (Per person)** ANY AUTO ALL OWNED SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) X HIRED AUTOS AUTOS X UMBRELLA LIAB 06/01/2016 06/01/2017 EACH OCCURRENCE EPP0011933 \$2,000,000 OCCUR EXCESS LIAB \$2,000,000 CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION X WC STATU-TSF000128857020150 06/01/2016 06/01/2017 В AND EMPLOYERS' LIABILITY s500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E L. EACH ACCIDENT N NIA E.L. DISEASE - EA EMPLOYEE \$500,000 (Mandatory In NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) GA210 02/07 Commercial General Liability Broadened Endorsement CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE For Information Only THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John L. Wortham + Sow L.P.

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