

PANOLA COUNTY, TEXAS
110 SOUTH SYCAMORE, ROOM 201
CARTHAGE, TX 75633

NOTICE OF AWARD

*Via Regular and Certified Mail
Return Receipt Requested,
and email: dave@netdatacorp.net*

Mr. David Graves
NET Data
1110 Enterprise Lane
Sulphur Springs, TX 75482

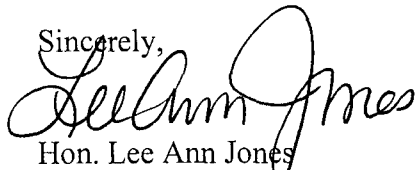
Re: Request for Proposals dated February 13, 2017
Justice of the Peace Courts 1&2 Combined Court Management System
Term of Contract—Five (5) Years from Effective Date

Dear Mr. Graves:

The Northeast Texas Data Corporation (NET Data) submitted a proposal dated April 10, 2017 (Proposal) to Panola County, Texas (County) in response to the above referenced Request for Proposals (RFP). This letter is to inform you that the Panola County Commissioners Court has awarded a contract related to the above-referenced RFP to NET Data (Contract). Such Contract shall be executed in the form attached hereto and becomes effective on the date that it is fully executed by the parties. The contract documents shall include the Contract and NET Data's Proposal as attached hereto, subject to the terms of the Contract.

Please acknowledge your acceptance of this Award by signing as provided below and returning a copy to me. Once we have received the executed award, the Contract you have previously signed will be executed by the County and we send you a fully executed copy.

Sincerely,


Hon. Lee Ann Jones
County Judge, Panola County

AGREED:

NET DATA

By: 

Name: DAVID GRAVES

Title: PRESIDENT

Date: 6/27/17

**THE STATE OF TEXAS
HOPKINS COUNTY**

This agreement is made and entered into on this the 3rd day of July, 2017 (the "Effective Date") by and between The Northeast Texas Data Corporation (hereinafter referred to as "NET Data" or "LICENSOR"), with its principal place of business in Sulphur Springs, Texas and **Panola County** (hereinafter referred to as "CLIENT"), with its principal place of business in **Carthage, Texas**.

This agreement will supersede all previous written and oral agreements between NET Data and CLIENT, save and except for NET Data's Proposal submitted in response to CLIENT'S Request for Proposals. In the event of a conflict between the terms of this Agreement and the Proposal, this Agreement shall prevail.

DEFINITIONS:

"Cloud Computing" is the delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices over a network.

The term "Services" in this Agreement shall mean the NET Data Cloud System Service and any related licensed materials such as, but not limited to, manuals, system documentation and written or verbal instructions provided for use in connection ("Documentation") with the Service.

RECITALS

Licensor has developed certain computer programs and operating manuals, known collectively as

ICON Justice Court Case Management

Internet Records Access (IRA) with Pace Payment Solutions

Real Vision Imaging (RVI)

Hereinafter called "System". System is for use in Licensee's Justice of the Peace Courts 1 and 2.



1. TERM

This Agreement is effective from the effective date and shall remain in effect for a period of **Five (5) years** from the date of completion of the installation of the system.

2. TERMINATION OF SERVICE

Should either party wish to terminate for a material breach of contract, that party agrees to notify in writing and offer a reasonable opportunity to cure prior to such termination.

As provided by law, CLIENT may terminate the contract if funds sufficient to pay its obligations under the contract are not appropriated by the governing body of the CLIENT.

 Initials: 

Upon termination, NET Data may immediately discontinue the Service and all Documentation provided CLIENT shall be returned to NET Data. CLIENT HEREBY WAIVES CLAIMS FOR DAMAGE ARISING FROM ANY SUCH RIGHTFUL TERMINATION BY NET Data UNDER THIS PROVISION.

3. WARRANTY

NET Data warrants that it has the right to market, distribute, support and maintain Services and that Services are warranted to conform to the operating specifications as outlined in the Documentation. CLIENT agrees that its SOLE AND EXCLUSIVE REMEDY for a breach of this Warranty is for NET Data to correct any error, malfunction or defect if the Services warranted hereunder fails to conform to the applicable operating specifications and CLIENT advises NET Data of such failure in writing. If after reasonable attempts, NET Data is unable to correct the error, malfunction, or defect, CLIENT shall be entitled to terminate this Agreement. (For the purpose of this Agreement, the term "error, malfunction or defect" shall mean only significant material deviations from the operating specifications for the Services as set forth in the applicable software documentation issued by NET Data.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT HEREBY DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

4. LIMITATION OF LIABILITY

NEITHER PARTY WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE OR BUSINESS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANY TERM OF THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) FOR DAMAGES OR LOSS HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM A PARTY'S ACTIONS WILL NOT BE GREATER THAN THE AMOUNT PAID TO NET DATA BY CLIENT. IN NO EVENT WILL NET DATA BE LIABLE FOR ANY DAMAGES CAUSE BY THE CLIENT'S FAILURE TO PERFORM THE CLIENT'S RESPONSIBILITIES.

5. SUPPORT



NET Data will provide 96 Hours of on-site application training. NET Data will provide complete Services support as outlined in the attached CLOUD SERVICES SUPPORT ADDENDUM TERMS AND CONDITIONS, incorporated herein by reference.

6. DATA CONVERSION

NET Data will provide the necessary data conversion services.

7. USER SOFTWARE

Licensee may not modify software. Licensor agrees to modify software as required to:

 Initials: 

- a) Correct any errors found in System.
- b) Bring the System into compliance with new legislation.
- c) Provide Licensee with enhancements to System.

8. CLIENT DATA

CLIENT will have full access to their data via the NET Data application software. CLIENT shall not attempt to reverse assemble, reverse compile or reverse engineer the Services or any part thereof, or otherwise attempt to discover any Services source code or underlying proprietary information. The CLIENT shall not attempt to access other areas outside their NET Data application on NET Data's server.

NET Data retains all rights to customizations developed by NET Data to the Service.



CLIENT shall retain ownership in and all rights to CLIENTS data stored in the Services provided by NET Data. Upon request by CLIENT made prior to expiration or termination of this Agreement, NET Data shall take commercially reasonable steps to make available to CLIENT a copy of all Client Data, in electronic format, with all work hereunder to be invoiced to CLIENT at the standard hourly billing rate. After expiration or termination, NET Data will have no obligation to maintain or provide any Client Data and shall remove all Client Data in NET Data's possession or control.

9. CONFIDENTIALITY & PROPRIETARY INFORMATION

Each party acknowledges that it and its employees may acquire information that is proprietary or confidential to the other party. Each party agrees that it shall hold such information in strict confidence and shall not disclose any such information to any third party. "Confidential Information" means all technical and non-technical information including but not limited to: CLIENT Data, Services, Documentation, financial and marketing information, other proprietary information, and information disclosed that should have reasonably been regarded as confidential, regardless of whether such information would be protected under the common law.

CLIENT specifically acknowledges NET Data's statement that the Services and related software are the exclusive property of NET Data, constitutes trade secrets of NET Data, and agrees to protect the Services or any part thereof from unauthorized use or disclosure by its agents, consultants, contracted personnel, employees, CLIENT, or successors. CLIENT agrees to reproduce and include NET Data's proprietary, copyright, and trade secret notice on any copies, in whole or in part, in any form, including partial copies and modifications of Services and Documentation. In the event the License granted hereunder is terminated, the above obligations of CLIENT with respect to protection and security shall not terminate but shall continue for a period of five (5) years following such termination of License.

NET Data and CLIENT further agree that, except as expressly authorized in writing in advance by the other party, neither of them will copy or disclose Confidential Information to any third party.

 Initials: 

10. ACCESS TO SYSTEM

CLIENT agrees that access to system is intended for Client's employees only and that access by any third party is strictly prohibited without the prior written consent of NET Data.

CLIENT acknowledges that 3rd party access to system is not necessary to comply with open records requests or provide data to any third parties for additional services. CLIENT may provide data through standard system reporting and standard system data export procedures provided in system and guaranteed by LICENSOR. CLIENT further acknowledges that additional data export software is available for purchase.

11. GENERAL

Licensee acknowledges that System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including use of System, any physical embodiment of System or any materials supplied by Licensor in connection with System. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of System and the proprietary rights of Licensor.

Neither CLIENT nor NET Data is responsible for failure to fulfill their respective obligations under this Agreement due to causes beyond their control. This Agreement shall be governed by the laws of the State of Texas both as to interpretation and performance. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

12. CONSIDERATION

The price of NET Data's CLOUD SYSTEM SERVICE (Justice of the Peace) shall be an IMPLEMENTATION CHARGE of \$49,900 and an annual charge of \$24,900 for 5 years. See attachment A for payment details.

All credit card transactions processed through the system will be assessed a convenience fee of 5% to be paid by the cardholder. CLIENT shall not be responsible for credit card merchant fees associated with transactions processed through the system.

13. VENUE.

Licensee expressly acknowledges that in the event any legal action is brought involving any circumstances arising out of the contractual relationship created by this agreement, such litigation must be brought in Panola County.

NET Data

CLIENT

By: 

By: 

President

County Judge

Initials:  

NET Data
CLOUD SERVICES SUPPORT ADDENDUM TERMS AND CONDITIONS

The purpose of this Service Level Agreement (“SLA”) is to define service levels and operational specifications that NET Data will provide to Client. “Critical Hours” means 8:00 a.m. to 5:00 p.m. CST five days per week.

SERVICE LEVELS

1. Hosting Obligations.

NET Data shall provide the following:

- Operate the Services on a server owned or leased and maintained by or on behalf of NET Data;
- Allow access to the Services over a secured connection and provide secure and confidential storage of all information transmitted to and from the Services;
- Maintain a back-up server, at a geographically different site from where the server is located, for data recovery in the event of disaster;
- Review security notifications and alerts relevant to the hosting platform, and apply as appropriate to maintain the highest level of defense customary in the industry for company’s dealing with like data; and
- NET Data shall provide adequate firewall protection as is customary in the industry for company’s dealing with like data in order to secure Client Data and other Confidential Information of CLIENT and users of the Services from unauthorized access by third parties.

2. System Availability.



NET Data shall use reasonable best efforts to maintain the following system availability:

- For any consecutive thirty (30) day period, the system within scope will be fully operational, available, and capable of supporting CLIENT’s workload at a 99.5% availability level except for Scheduled Service Outages as specified.
- “Scheduled Service Outages” shall be performed during the hours of 5:00 p.m. to 8:00 a.m. Central as necessary for upgrades, maintenance, or for any other agreed upon purpose.
- System is “available” when the servers are operational and capable of serving Users, independent of any CLIENT’s network links outside our control.

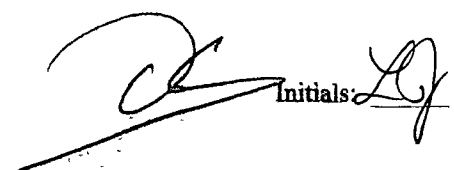
3. Exclusions

NET Data is not to be held responsible for any Service or system failures during any period of time in which any of the following “Exclusions” exist:

- CLIENT Resource Problems – there are problems resulting from CLIENT resources not under NET Data management.
- Failure of any hardware not under NET Data’s management (customer PC’s, portage boxes, etc.)
- Scheduled Maintenance – Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.
- Network Changes – Changes made by CLIENT to the networking environment that were not communicated to or approved by NET Data.
- Force Majeure – Problems resulting from a Force Majeure Event.
- Agreed Temporary Exclusions – Any temporary exclusions requested by NET Data and approved by CLIENT to implement changes in applications, environments, conversions or system software.
- CLIENT Actions – Problems resulting from actions or inactions of CLIENT contrary to the NET Data’s reasonable recommendations.

 Initials: 

- **CLIENT Responsibilities – Problems resulting from any failure by CLIENT to fulfill its responsibilities or obligations.**
- **Internet Connectivity Loss – Loss of Internet connectivity to CLIENT site for any reason.**
- **Third-Party Software – Any loss of Service or system availability due to malfunctions or errors related to any third-party software in use by the CLIENT.**

 Initials: LD

“Attachment A”

Applications: Justice Court Case Management Software for 2 Justice Courts
 Internet Records Access with Pace Payment Solutions
 Real Vision Imaging

On-site Training: 96 hours onsite

Conversion: Data needs to be received in a usable format.

Hardware: RH-1000 Encryption Hardware, credit card reader (2)

Annual Maintenance & Support:

Services/benefits to Panola County:

- Annual software maintenance pricing secured for 5 years
- NET Data will perform the daily backups.
- Disaster Recovery: Data will be securely stored in a redundant environment.
- Significant reduction in customer IT support needed
- Increased space –with no server located on site.
- Security: Data transmission made via VPN


Initial Setup: \$49,900

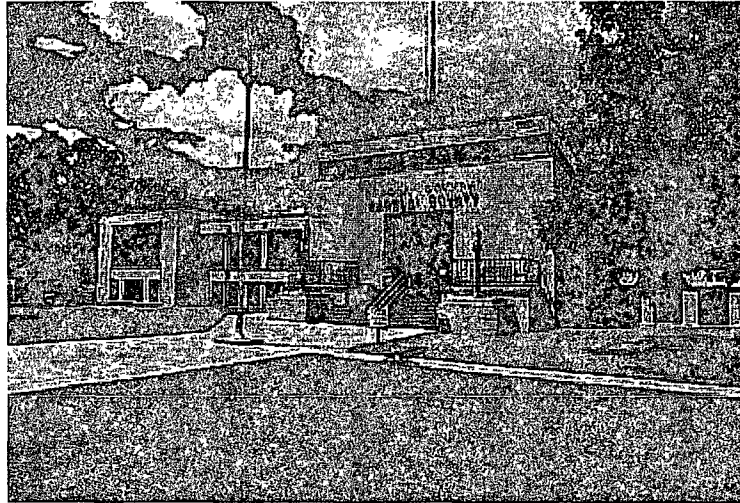
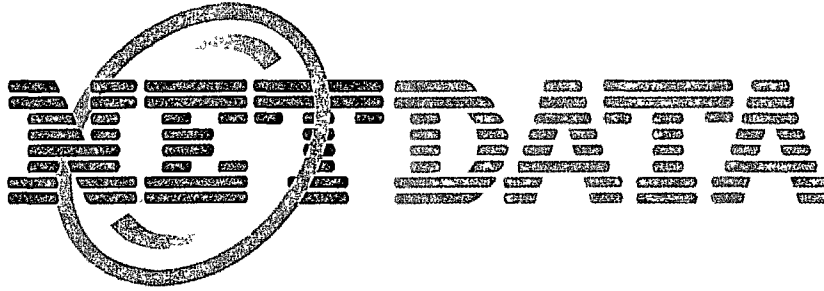
Annual Service: \$24,900

Project initiation dates shall be decided and agreed upon by both parties. Installation, implementation and training required for County use of the System shall be completed within 6 months of project initiation. Billing and payments will be as followed:

<i>Payments</i>	<i>Amount</i>	<i>Billed</i>	<i>Due</i>
Progress Payment 1	\$16,633	After project initiation meeting	within 30 days
Progress Payment 3	\$16,634	After conversion cleanup	within 30 days
Annual Maintenance	\$24,900	30 days before the County's End of Fiscal Year	within 30 days
Annual Maintenance	\$24,900	30 days before the County's End of Fiscal Year	within 30 days
Pro-rated Annual Maintenance	TBD	30 days before the County's End of Fiscal Year	within 30 days

NOTE: The two pro-rated Annual Maintenance payments shall combine for a total of \$24,900. If the system installation is completed within 15 days of the first day of the County's Fiscal Year, there will be no need for the two pro-rated payments. Should this occur, the County will be billed for 1 full year of Maintenance after installation completion, and the second pro-rated payment will not occur.


 Initials: 



PANOLA COUNTY JUSTICE OF THE PEACE COURTS 1 AND 2

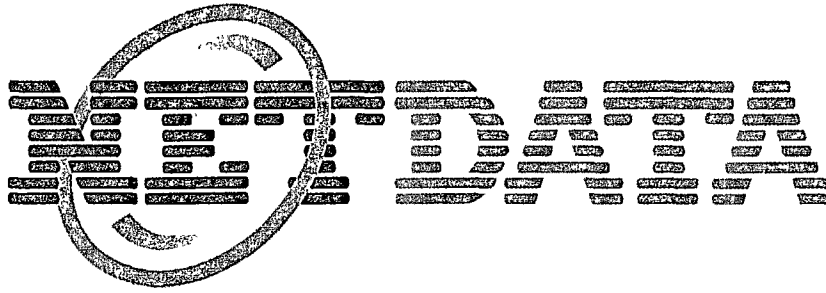
REQUEST FOR COURT MANAGEMENT SYSTEM

April 10, 2017



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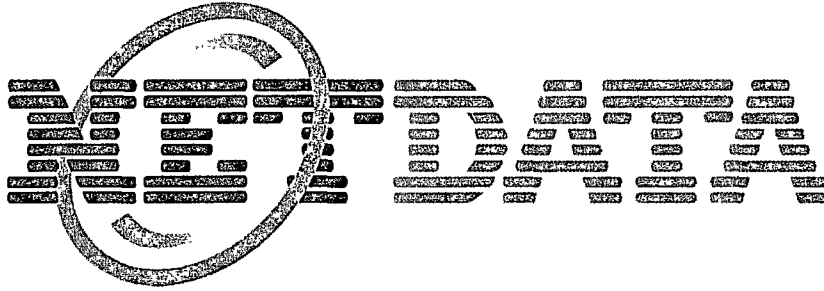
1. Transmittal Letter and Executive Summary
2. Functional and Technical Specifications
3. Project Plan
4. Key Personnel
5. Training
6. Support / Maintenance
7. Proposal Price Worksheet
8. Technology Requirements
9. Implementation
10. Exceptions
11. Conflict of Interest
12. References



Section 1

Transmittal Letter and Executive Summary

April 10, 2017



April 10, 2017

To: Panola County Judge LeeAnn Jones
County Judge
110 Sycamore, Room 216-A
Carthage, TX 75633

Re: Justice of the Peace Courts 1 and 2
Request for Proposal Court Management System

Thank you for your time and courtesy in considering this proposal. We appreciate your need for good planning, quality software and strong support. The enclosed material should give you a better understanding of our company and the products and services that we offer. We acknowledge receipt of the published Request for Proposal. Our response to your Request for Proposal follows.

The NET Data application software is a modern and comprehensive software system developed specifically for county governments. As you may be aware, these systems are currently installed in over 90 Texas counties and operating with great success.

We are proud of our reputation for putting the customer first in every aspect of our business. We feel that this attitude is one of the most important contributors to our success and to the success of the customers we serve.

If you have any questions or need any additional information, please don't hesitate to give me a call at 318-207-1218 or Jeff Gloor at 817-205-5171. Again, thank you for your consideration. We look forward to building a successful relationship with you and Panola County.

William J. Moser, Marketing Manager
netmoser@bellsouth.net

NET Data Corporation - 800.465.5127 - 1110 Enterprise Lane Sulphur Springs, TX 75482



Executive Overview

Choosing the right computer software can be one of the most critical decisions you make as an elected official. NET Data understands the importance of automation for county government. In today's government, you are likely faced with reduced budgets and increased workloads while still trying to maintain a high level of customer service to the taxpayers. We can deliver you the type of office automation that will enable you to meet the challenges you face today.

Software that simply mirrors your business is not enough. We take the time to understand the flow and structure of your business. Most important we realize that each office is unique, so what we offer you, first and foremost, is the ability to listen.

Our record of providing quality solutions has earned us the respect of IBM. IBM has recognized NET Data by selecting us an IBM Authorized Agent, Application Specialist, and Industry Remarketer. Additionally, NET Data has received various achievement awards for quality performance.

Application Software

NET Data applications utilize the latest in application development technology. Our applications have been carefully designed to deliver user productivity, while maintaining the kind of quality audit trails you depend on for day-to-day accountability.

Our family of products will help you control your business and serve your customers better. All our application software systems adhere to strict programming standards, providing consistency across our product line. We are constantly enhancing application software to deliver you the best solution with today's technology.

The NET Data systems are specifically designed to help your people be more productive to provide information when and where you need it, to keep your business running smoothly.

April 10, 2017



President:
Dave Graves

Marketing Manager:
Bill Moser

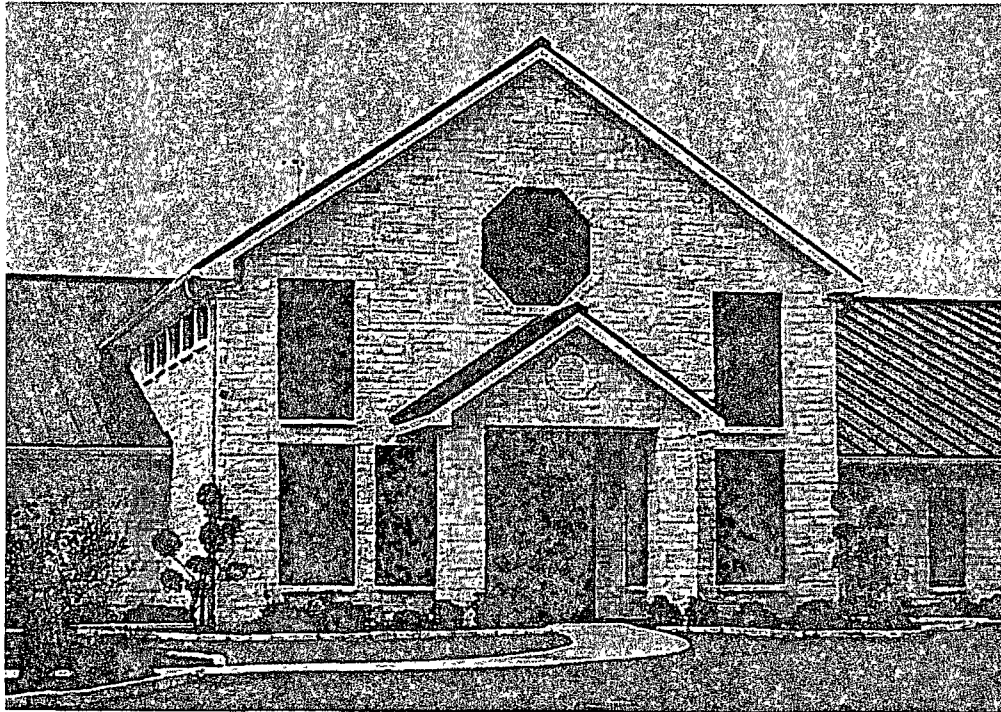
Vice President:
Scott Stahl

Customer Support Manager:
Paula Keen

Marketing Representative:
Jeff Gloor

Justice of the Peace Support Supervisor:
Amber Cody

David Graves formed NET Data in 1983 in Sulphur Springs, TX. NET Data currently serves over **Ninety (90) counties** in Texas. That includes over 200 elected officials. NET Data's headquarters are in Sulphur Springs with satellite offices in Shreveport, Ft. Worth, Jacksboro, and Austin. The entire above-mentioned personnel can be reached at **800-465-5127**.





Corporate Overview

NET Data was founded in 1983 with a single goal in mind: Designing a quality product with the capability to grow. Because quality software development and support is our main objective, we have been able to focus exclusively on the demands of an ever-changing marketplace. The flexibility of our software and more than one hundred years of combined experience with local government data processing provide us with a solid foundation of knowledge and experience to be utilized in the installation and ongoing support of your data processing installation.

We take great pride in providing quality cost-effective solutions for Texas County governments. By adding dedication to customer support and user satisfaction, you can see why we have such a successful track record with our customers. Just as important, our quality products are matched by our commitment to customer service that's second to none, before, during and long after the sale.

Since 1985, NET Data has been an IBM Business Partner. Our partnership with IBM as an Authorized Agent, Authorized Application Specialist, and Industry Remarketer has given us access to the latest technology and support information, enhancing our ability to perform. We value our relationship as a team player with this world-famous industry leader to provide you with the most advanced capabilities in the industry today. We invite you to join our team so that you may benefit from the strength and security of our partnership.

NET Data has application software for every department in county government. The majority of the staff at NET Data has extensive experience in Texas county government giving us that extra edge in understanding the business we service.

Our software runs on an IBM Power System the most popular computer in the industry. The Power System has won the Malcolm Baldrige National Award for Quality. As a matter of fact, if you can name an award, the Power Server has probably won it.

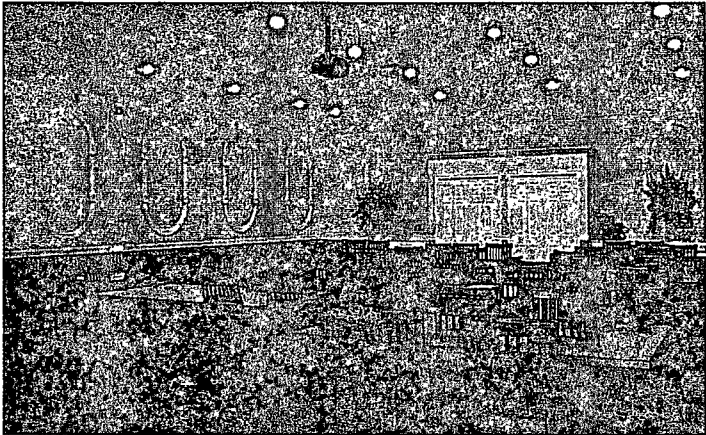
These are just some of the things that have made NET Data a successful company, **but the real success story is our customers!**



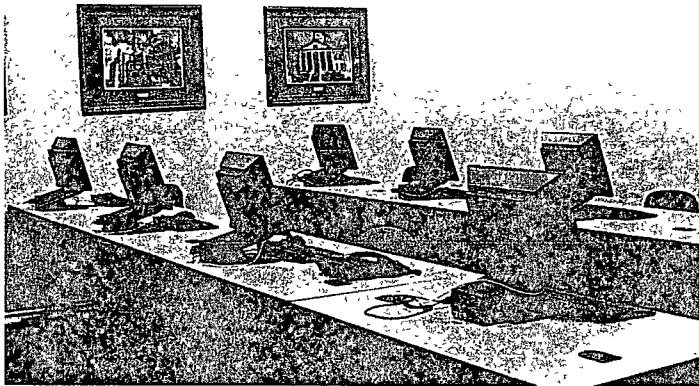
Corporate Position

- 63 Employees (47 full-time application support / development personnel)
- Corporate Office in Sulphur Springs with satellite offices in Shreveport, Ft. Worth, Jacksboro, and Austin
- Software installations in over 107 Entities
- Total number of active clients: 91 Counties, 16 Municipal Courts, 1 Independent School District
- Total number of active county government clients: 91
- Stable organization - Founded in 1983, over 34 years of experience
- Software exclusively for Texas County Government
- Other applications included
 - * Constable Tracking Process
 - * County and District Clerk Case Management
 - * County and District Attorney Case Management
 - * Financial Management
 - * Hot Check
 - * Jury Selection
 - * Justice of the Peace Case Management
 - * Law Enforcement
 - * Municipal Case Management
 - * Records Indexing
 - * RVI Document Imaging
 - * Property Tax Management

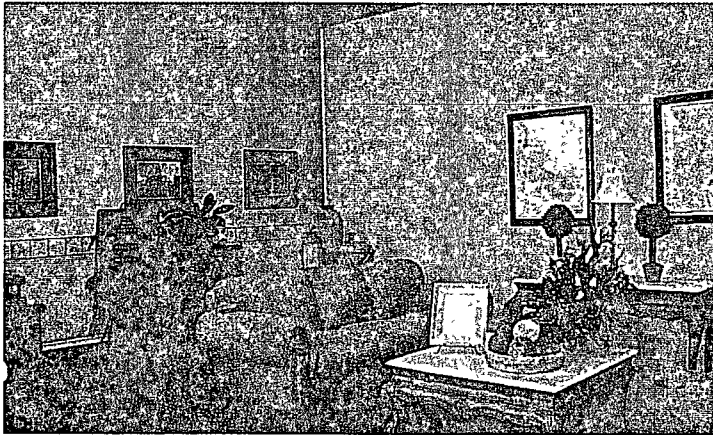
Corporate Headquarters

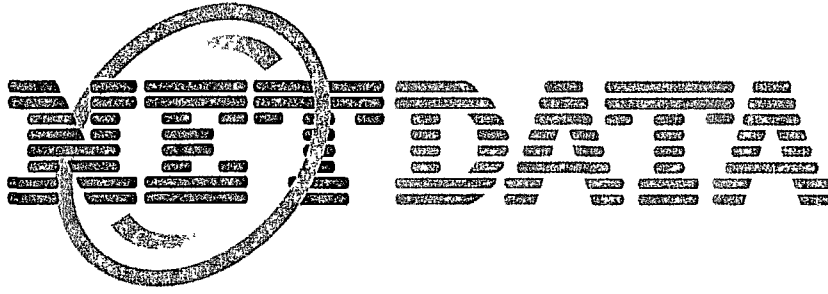


4,000 sq. ft. conference room



State-of-the-art training room





Section 2

Functional and Technical Specifications

April 10, 2017

A. Docket Maintenance. The System must provide the capabilities to maintain

dockets for the following functions of the Courts:

- a. Justice Court Criminal
- b. Justice Court Civil
- c. Small Claims Court Civil
- d. Misdemeanor/Warrant
- e. Eviction
- f. Administrative Hearings
- g. Examining (Felony)
- h. Bail Settings
- i. Mental Commitments
- J. Juvenile
- k. Hot Checks
- l. Miscellaneous

Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y

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

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

Y
Y
Y
Y
Y
Y
Y
Y
Y

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

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

Y
Y
Y
Y
Y

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

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

Y
Y
Y
Y
Y
Y

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

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

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

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

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

1. Collections	Y
2. Accounts receivable	Y
3. Current status report of cases for any given officer	Y
4. Spread sheet collection report	Y
5. GASB-34	Y
6. Jail time credit	Y

- 7. Community Service credit
- 8. Collections by direct deposit
- 9. Collections by treasury account

Y
Y
Y

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

1. Defendants able to inquire, plead and pay fines for Justice Court on-line. This function must include real time information and be available 24/7

Y

2. Payments made online must be posted immediately to individual cases and before viewable by the Court.

Y

3. System will not allow users to post incorrect cases, courts, or payment amounts.

Y

4. County must be able to generate reports for payments made and received in real-time to ensure that Court has most current information when handling cases.

Y

5. Allow for tracking of collections fees that may be applied to balances if the County uses a third-party debt collection service.

Y

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

1. Maintain attorney/bondsman name, address and telephone number

Y

2. Print listing of all attorneys and bondsmen

Y

3. Generate list of attorney/bondsman by case

Y

4. Show attorney/bondsman information on each docket.

Y

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

1. Assist the County in moving towards a paperless environment

Y

2. Ability to attach and retrieve images specific to single cases

Y

3. Image-types that can be incorporated into case files will include documents, photographic images, and video.

Y

K. MINIMUM REPORTING REQUIREMENTS

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

Y

2. The Application Software shall provide the ability to export report content

Y

and other data to MS Excel, MS Word, PDF, HTML, and other file formats.

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

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

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

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

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

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

Y
Y
Y
Y
Y
Y

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NET Data Corporation
Sulphur Springs, TX United States

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

Certificate Number:
2017-180813

Date Filed:
03/21/2017

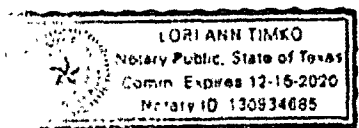
Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
03212017 (no RFP #)
Panola County Justice of the Peace 1 and 2 - RFP for Court Management System.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ballard, Dustin	Sulphur Springs, TX United States		X
	Graves, Dave	Sulphur Springs, TX United States		X
	Humphries, Tony	Sulphur Springs, TX United States	X	
	Graves, David	Sulphur Springs, TX United States	X	
	Stahl, Scott	Sulphur Springs, TX United States	X	

5 Check only if there is NO Interested Party.

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

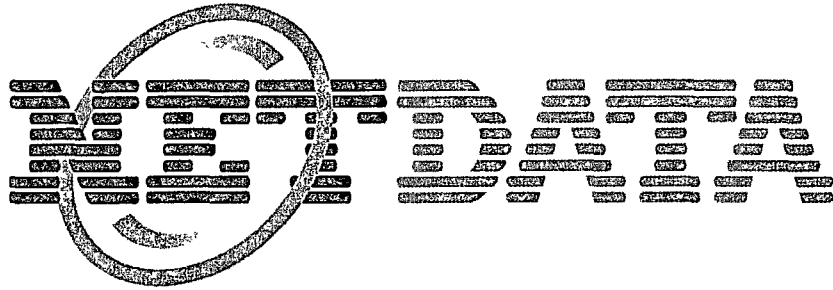


[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Scott Stahl this the 23 day of March 20 17, to certify which, witness my hand and seal of office.

[Signature] Secretary of office administering oath
[Signature] Printed name of officer administering oath
[Signature] Title of officer administering oath



Section 3 Project Plan

April 10, 2017

INTRODUCTION

1.1 SCOPE

This process document provides guidance for the onboarding of new customers into the NET Data family. As new customers are added, they proceed through three phases as depicted in Figure 1 below. This document provides guidance during the final marketing stages, the entirety of the conversion phase, and the transition into normal operations.

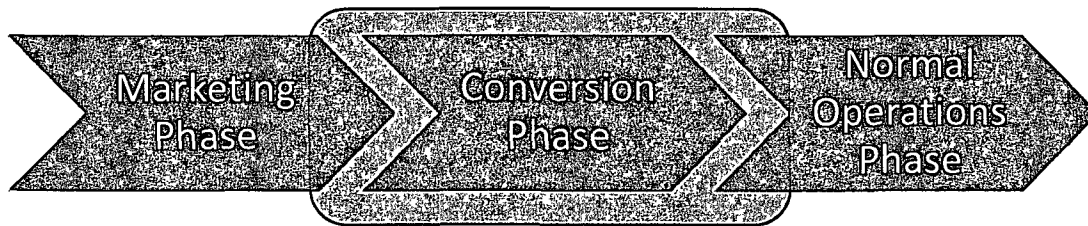


Figure 1 Scope of this Item

1.2 PURPOSE

The purpose of this document is to outline the process and requirements for a conversion project execution team to successfully bring a new customer into the NET Data family. A conversion project is executed in a timely manner, yielding a high quality end user experience, and ultimately inspires confidence in the new customer. These projects provide NET Data an opportunity to make a positive first impression with a new customer thereby setting the stage for a long-term, mutually beneficial relationship.

2 GENERAL PROJECT MANAGEMENT REQUIREMENTS

2.1 CUSTOMER COMMUNICATIONS

Converting a customer from a legacy software application is a tumultuous and disruptive activity for users. Good communication goes a long way to inspiring confidence in customers during a conversion. Good communication includes regularly scheduled status reporting.

2.1.1 REOCCURRING STATUS REPORTS WITH KEY PERSONNEL

The project manager shall provide reoccurring status reports to external stakeholders. The frequency of reports, and to whom the reports are delivered are at the discretion of the project manager.

2.1.2 PUBLISHING MEETING MINUTES

Minutes shall be generated for each meeting with the customer, 3rd party vendors and service providers (i.e. electronic ticket writing vendors or IT service providers). Meeting minutes shall be maintained in the applicable project space on the Wiki site.

2.2 PRODUCT ENHANCEMENT REQUESTS

Customers often request enhancements to NET Data software which help them conduct business in a more efficient manner. These requests are valuable as they represent the “Voice of the Customer” and are voiced throughout the conversion project. Enhancement requests shall be documented in accordance with existing NET Data policies and procedures.

3 OVERVIEW

Figure 2 below depicts the overall conversion process. A Phase/Gate project management approach is used. This approach ensures the project is executed at an acceptable level of risk. The project is divided into phases, and a gate review is conducted at the end of each phase.

Gate reviews allow decision makers to authorize the project to continue based on the information available at the time. A gatekeeper is designated as the decision maker for each gate review. Initially, the gatekeeper role is fulfilled by the NET Data President. As the project progresses, the gatekeeper role is delegated to the Project Manager.

Each gate has a set of Entrance and Exit Criteria. Entrance Criteria are actions that must be complete prior to conducting a gate review. Exit Criteria are things that must be accomplished in order for a project to proceed past the gate. The gate keeper decides if the project can move past the gate based on how well the Exit Criteria have been met. A quality assurance representative should be present at each gate review. The role of the QA rep is to ensure the process is being followed.

Milestones are depicted on the figure as orange triangles. These signify major events in the life of the project.

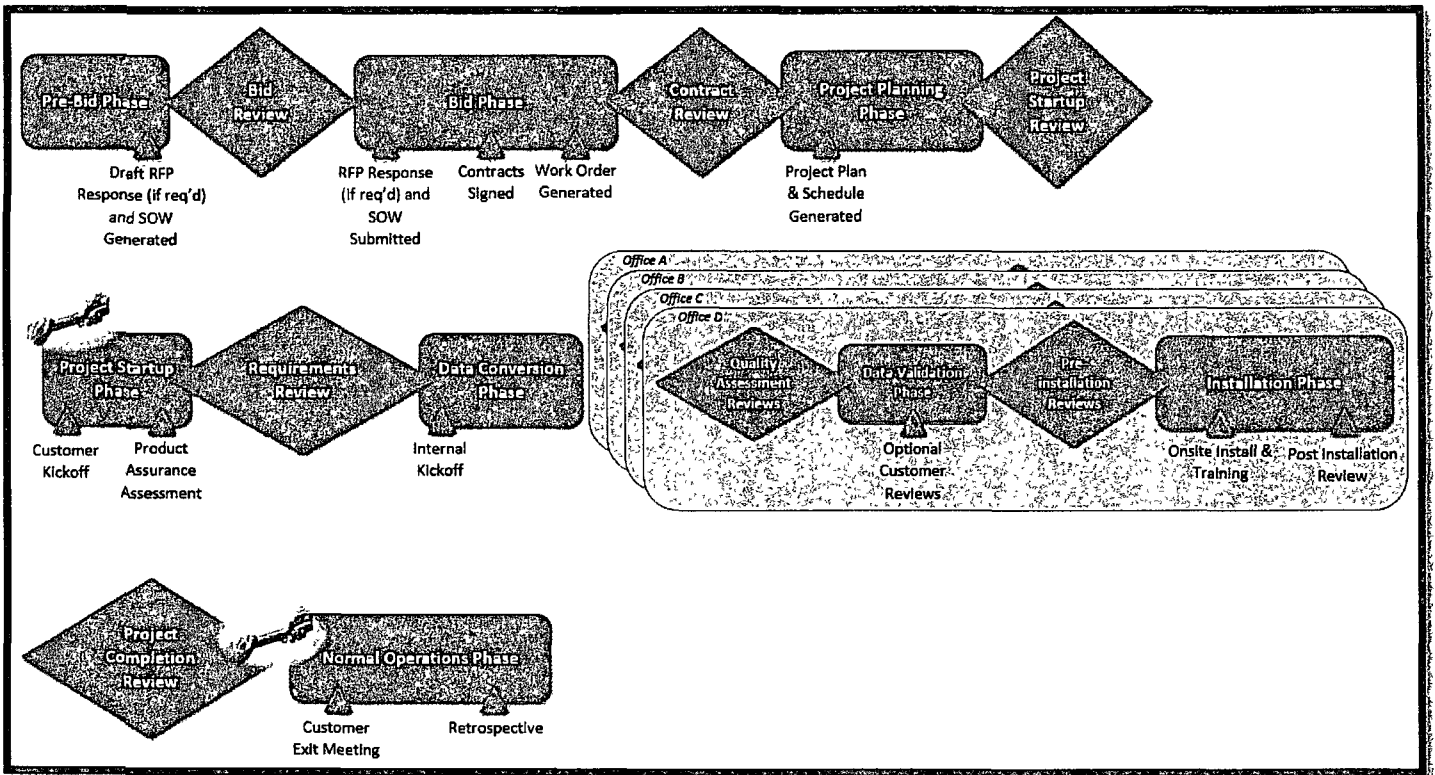


FIGURE 2 - CONVERSION PROCESS OVERVIEW



Section 4

Key Personnel

April 10, 2017



Key Personnel

Thomas Lemons, I.T. Director – Judicial & Law Enforcement Software

Work experience

- 2014 – Present, NET Data, I.T. Director
- 1998 – 2014, Quest Diagnostics Incorporated, Senior I.T. Director
- 1996 – 1998, InterVoice Incorporated, Senior I.T. Manager
- 1984 – 1996, LabCorp, I.T. Manager

Education

- Bachelor of Science in Computer Science, Texas A&M University Commerce

Skillssets

- Large Scale Systems & Software Integration and Implementation
- Project Management
- I.T. Process Improvement
- Enterprise Application Support
- Change Management
- Operations Excellence
- Business Partner Relationships

Stephens Johnson, Software Developer

Work experience

- 2011 – Present, NET Data, Programmer/Analyst
- 1995 – 2010, L-3 Communications, Sr. Software Engineer

Education

- Bachelor of Science in Mathematics, Texas A&M University Commerce

Skillssets

- Java Service Oriented Development (JSOA)
- Eclipse Rich Client Platform Development (RCP)
- Graphical User Interface Design (GUI)
- Databases: DB2, MySQL

Jacob Miles, Software Developer

Work experience

- 2014 – Present, NET Data, Programmer/Analyst
- 2004 – 2014, L-3 Communications, Sr. Software Engineer

Education

- Bachelor of Science in Computer Science, Texas A&M University Commerce

Skillssets

- Java Service Oriented Architecture (JSOA)
- HTML



Key Personnel Continued

- JavaScript
- CSS
- Polymer/Web Components
- Databases: DB2, MySQL, PostgreSQL
- Asterisk PBX VoIP Phone System
- Monitor and Control Asterisk PBX via Java & FastAGI
- Android Development
- Linux Operating Systems
- JMS (Java Messaging Service)

Alex Foster, Software Developer:

Work experience

- 2015 – Present, NET Data, Programmer/Analyst
- 2012 – 2015, Texas A&M University-Commerce, Graduate Research Assistant

Education

- Master of Science in Computer Science, Texas A&M University-Commerce
- Bachelor of Science in Business Administration, Texas A&M University-Commerce

Skillsets

- Java service oriented development (JSOA)
- Database development (DB2, MySQL, MS SQL)
- Utilization of modern programming/markup languages (Java, Java EE, HTML, HTML5, C++, XML, JSON, CSS)
- System architecture design
- Familiarity of Agile design processes
- Knowledge of distributed computing systems

David Hunt, Software Developer:

Work experience

- 2010 – Present, NET Data, Programmer/Analyst

Education

- Associate in Applied Science, North Eastern Oklahoma A&M

Skillsets

- Java Service Oriented Development (JSOA)
- Eclipse Rich Client Platform Development (RCP)
- Database: DB2, MySQL, SQL Server, MS Access



Key Personnel Continued

Amber Cody – Customer Support Supervisor

Amber joined NET Data in 2007. She provides supervision for customer support and continuing training for 200+ Justice of the Peace and Municipal Courts across the state. Amber has held various positions in both State and Local Governments, giving her more than 13 years of experience including: Child Protective Services, Legal Assistant and Chief Court Clerk for Hopkins County Precinct 1. Amber earned her Bachelor of Science in Criminal Justice from Texas A&M University in 2003.

Danielle Williams – Customer Support Representative

Danielle joined NET Data in 2002. She has been in customer support for 7 years. She provides customer support and continuing training for 200+ Justice of the Peace and Municipal Courts across the state. Prior to her Customer Support role, Danielle was NET Data's receptionist for six years, answering 150+ phone calls on a daily basis, routing calls to the appropriate customer support and establishing a remarkable relationship with many customers across the state.

Dena Emerson – Customer Support Representative

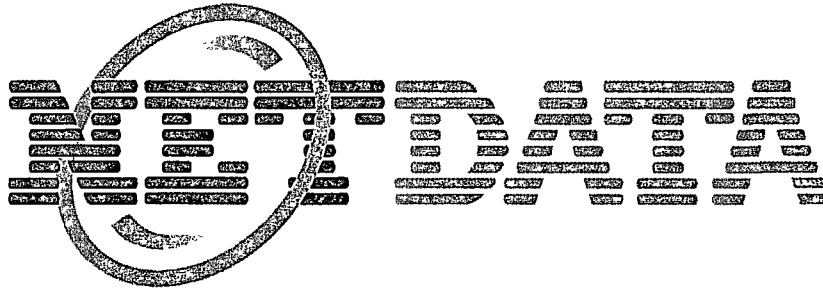
Dena joined NET Data in 2013. She provides customer support and continuing training for 200+ Justice of the Peace and Municipal Courts across the state. Dena came to NET Data with 4 years of experience at the District Attorney's office and 8 years of experience working for a private attorney.

Cindy Mowat – Customer Support Representative

Cindy joined NET Data in 2011. She provides customer support and continuing training for 200+ Justice of the Peace and Municipal Courts across the state since 2014. Prior to her Customer Support role, she was NET Data's receptionist for 3 years, answering 150+ phone calls on a daily basis, routing calls to the appropriate customer support and establishing a remarkable relationship with many customers across the state.

James Campos – Customer Support Representative

James joined NET Data in 2016. He provides customer support and continuing training for 200+ Justice of the Peace and Municipal Courts across the state. Beginning in 2012, James worked as a Collection Agent at GHS, Ltd. where he was responsible for contacting defendants with outstanding fines to attempt collection efforts as well as handling all the mail management duties.



Section 5 Training

April 10, 2017



Training

Training of forty (40) initial hours per office are included. Sixteen (16) additional follow up training hours are included. Training cost is \$100/hour.

Any additional training at our training facility is always **free of charge**.

Training is provided to each office individually.

Training schedules are coordinated with the each office.

Offices are not required to close during training hours (Typically Monday – Friday during normal office hours).

Each individual user will be trained.

The conversion of data will be complete before training begins. Training will commence with current cases, any existing closed cases and new cases will be added to the system. You will have the ability to post payments and perform all functions as necessary.

Enclosed please find our Installation Sign-off Sheet. Each office, as well as the NET Data customer support representative, will initial each category on the sheet.

**Justice of the Peace
Installation Training Signoff Sheet
Icon**

County Name: _____

Date Started: _____

Customer Service Representative(s) _____

SEARCH

Net Data Initial Customer Initial

All Dockets		
PID Activity		
Advanced Search		
Quick Search		
Open Case #		

Criminal:

Class C Misdemeanor		
Class A-B Misdemeanor		
Felony		
Hot Check		
Juvenile		

Civil:

Civil		
Civil Administrative		

Other:

Administrative Hearing		
Magistrate Warning		
Mental Commitment		
Inquest		

Miscellaneous:

Miscellaneous		
Search Warrant Fire/Health/Code Inspection		
Miscellaneous Payments		
Examining Trials		
Emergency Protection Order		
Stolen Property Seizure Hearing		
Peace Bond Hearing		
Search Warrant		
Property Seizure Hearing		
Animal Seizure Hearing		

TABS

Events Tab:

Administrative Hearing
Animal Seizure Hearing
Civil Dockets
Class A/B Misdemeanor
Class C Misdemeanor
Emergency Protection Order
Examining Trials
Felony
Hot Check
Inquest
Juvenile
Magistrate Warning
Mental Commitment
Miscellaneous Payments
Peace Bond Hearing
Property Seizure Hearing
Search Warrant
Search Warrant Fire/Health/Code
Inspection
Stolen Property Hearing

Notes Tab:

Administrative Hearing
Animal Seizure Hearing
Civil Dockets
Class A/B Misdemeanor
Class C Misdemeanor
Emergency Protection Order
Examining Trials
Felony
Hot Check
Juvenile
Magistrate Warning
Mental Commitment
Miscellaneous Payments
Peace Bond Hearing
Property Seizure Hearing
Search Warrant
Search Warrant Fire/Health/Code
Inspection
Stolen Property Hearing

Issued Documents Tab:

Administrative Hearing
Animal Seizure Hearing
Civil Dockets
Class A/B Misdemeanor

Issued Documents Tab cont:

Class A/B Misdemeanor

Inquest
Juvenile
Magistrate Warning
Mental Commitment
Peace Bond Hearing
Property Seizure Hearing
Search Warrant
Search Warrant Fire/Health/Code
Inspection
Stolen Property Hearing

Motions Tab:

Administrative Hearing
Animal Seizure Hearing
Civil Dockets
Class A/B Misdemeanor
Class C Misdemeanor
Emergency Protection Order
Examining Trials
Felony
Hot Check
Inquest
Juvenile
Magistrate Warning
Mental Commitment
Peace Bond Hearing
Property Seizure Hearing
Search Warrant
Search Warrant Fire/Health/Code
Inspection
Stolen Property Hearing

Appointments Tab:

Administrative Hearing
Animal Seizure Hearing
Civil Dockets
Class A/B Misdemeanor
Class C Misdemeanor
Emergency Protection Order
Examining Trials
Felony
Hot Check
Inquest
Juvenile
Magistrate Warning
Mental Commitment
Peace Bond Hearing

Appointments Tab cont:

	Property Seizure Hearing		
	Search Warrant		
	Search Warrant Fire/Health/Code Inspection		
	Stolen Property Hearing		
Warrant Tab:	Animal Seizure Hearing		
	Class A/B Misdemeanor		
	Class C Misdemeanor		
	Emergency Protection Order		
	Examining Trials		
	Felony		
	Hot Check		
	Juvenile		
	Magistrate Warning		
	Mental Commitment		
	Peace Bond Hearing		
	Property Seizure Hearing		
	Search Warrant		
	Search Warrant Fire/Health/Code Inspection		
	Stolen Property Hearing		
Orders Tab:	Administrative Hearing		
	Animal Seizure Hearing		
	Class C Misdemeanor		
	Emergency Protection Order		
	Examining Trials		
	Hot Check		
	Juvenile		
	Magistrate Warning		
	Miscellaneous Payments		
	Peace Bond Hearing		
	Property Seizure Hearing		
	Search Warrant		
	Search Warrant Fire/Health/Code Inspection		
	Stolen Property Hearing		
Interested Parties Tab:	Animal Seizure Hearing		
	Property Seizure Hearing		
	Stolen Property Hearing		
Plaintiffs Tab:	Civil Dockets		

Defendants Tab:	Civil Dockets		
Nature of Suit Tab:	Civil Dockets		
Checks Tab:	Hot Check		
Testimony Tab:	Inquest		
Full Report & Autopsy Tab:	Inquest		
Findings Tab:	Inquest		

FORMS

Edit Form		
Open Batch View		

REPORTS

Daily:	iTicket Upload		
	Cases Sent to GHS		

Case:	Case Report		
	Case History		
	Civil Case History		
	Case Summary		
	Case Labels		
	Appealed Case Summary		
	Civil Summary		
	Civil Disposed Summary		
	Civil Judgment Search		
	Pending Cases		
	Pending Cases for Attorney		
	Pending Cases for Bondsman		
	Court Calendar		
	Court Calendar Summary		
	Pending Court Date		
	DSC Due		
	Other Deferred Due		
	Case Event History		
	Orders Due		
	Notice Eligibility		
	NRVC Eligibility		
	Delinquent Cases		
	Open Cases - Not in Collections		

COLLECTION

Daily/Monthly Deposits:

Collections
Cash Drawer Summary
Distribution
Distribution Summary
GHS Invoice
ITicket Invoice
Spreadsheet

Collection:

Accounts Receivable
Accounts Receivable by Case
Accounts Receivable Aging Summary
Collections Assessed Partial Payments
Fines Past Due
Cash Bond
Vendors
State Quarterly Report
Eligible for Time Payment Fee
Excess Highway Fines
Monthly Violation Activity Statistics

Other:

Status by Officer
Cases Paid by Officer
Dismissed Case Summary
Disposed Case Summary
Pending Hot Check Cases
Cases Excluded from PC
Active Warrants
Cases Excluded From PC
Active Warrants
Warrants to be Recalled
Disposed Cases w/warrant
Warrants Information
Issued Documents
Inquest
Case Notes

Monthly:

OCA
OCA Collections Improvements
OCA CIR Case List
OCA Appointments & Fees
DPS Conviction Report
Officer Summary

Maintenance:

Agency
Complainant
Vendor
Fee
Fine
Offense
Attorney
Bondsman
Actions / Events
Users
Security Roles

MAINTENANCE

iCon:

Change Password

--	--

Court Settings:

Court
Security (if applicable)
Quarterly Report Setup
Monthly Violation Activity Statistics
Court Docket Manager

Codes:

Agency Codes
Fee Codes
Fine Codes
Offense Codes

Persons/Organizations:

Attorney
Bondsman
Complainant
Vendor
Order Type
Order Location
Suit Descriptions
Served Type
Motion Type
Favorite Civil Parties

OTHER TASKS

Transfer Magistrate Warnings
Issue Warrants
OMNI RES file
Delinquent Case Export

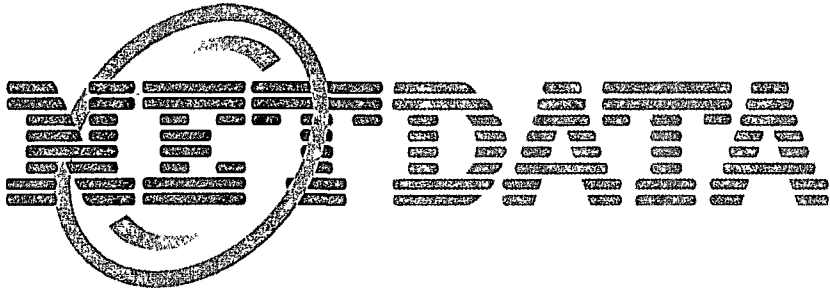
Courtesy Notice Batch
Batch Operations

MISC

Case Entry
Actions
Post Payment
Calendar Tab
Helpful Links
OCA Submission
DPS Conviction Report Submission
PID

Authorized Signature _____
Title _____ Initials _____

Authorized Signature _____
Title _____ Initials _____



Section 6

Support / Maintenance

April 10, 2017

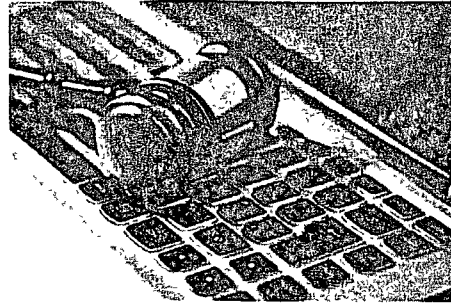
ICON JP CASE MANAGEMENT SYSTEM

Smart. Fast. Easy. That's NET Data's ICON JP Case Management System.

The iCON Justice of the Peace Case Management System is fully integrated, user-friendly and easy to learn.

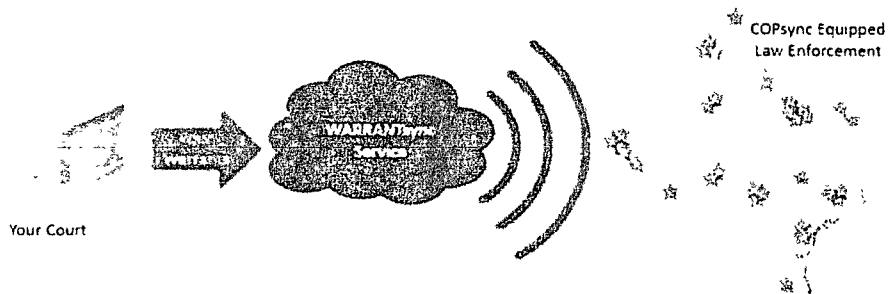
Advanced filing, tracking and reporting features include:

- Dockets available for every case type
- Automatically file citations with iTicket
- Initialize, track and disburse state and local fees and fines per state requirements
- Electronically transmit OCA and DPS conviction reports online
- Create and manage time payment schedules
- OCA collection improvement reporting
- Includes all necessary reports for internal county and state auditing
- Add warrants in batch and automatically create corresponding Violate Written Promise to Appear or FTA cases with all necessary fees added
- Flexible court forms creation and printing
- Officer reporting
- Agency reporting
- Event and court docket calendar



WARRANTSYNC

Advertise your warrants across the statewide COPsync network.

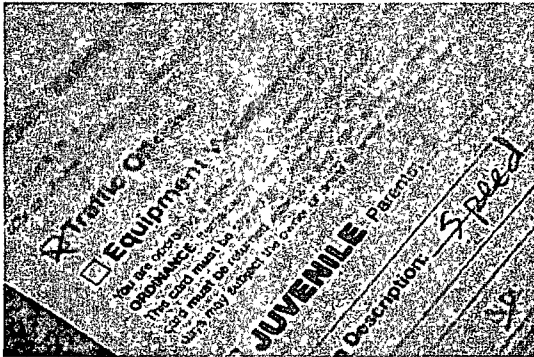


As an optional feature, iCON can send your warrants to the WARRANTsync service hosted by COPsync. The WARRANTsync service advertises your warrants to *hundreds of law enforcement agencies* across the State of Texas. It's like enlisting an army of law enforcement agencies to assist your court in serving warrants and increases your warrant closure rates

If you choose this optional feature, warrants are automatically sent to the WARRANTsync service once they are issued by your court. Your local law enforcement agency doesn't use COPsync ticket writers? No problem! You can still benefit from advertising your warrants to the statewide network with WARRANTsync. Your local law enforcement agency does not have to use COPsync for your court to benefit from the WARRANTsync service.

ITICKET IS YOUR TICKET TO SAVING TIME

iTicket files your citations for you. Every day. Automatically.



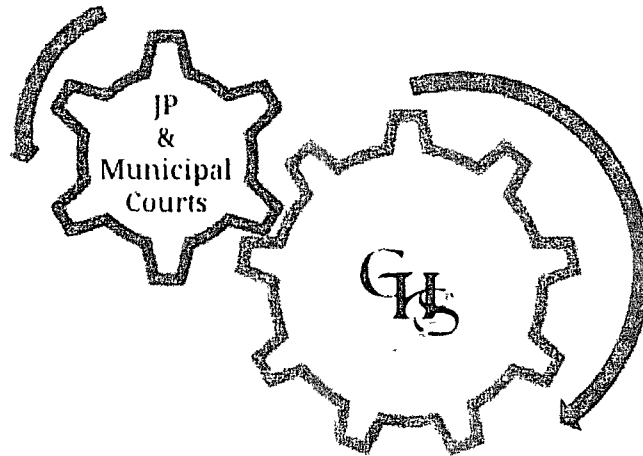
NET Data's iTicket software automatically retrieves DPS, COPsync, Crimes, and BrazosTech citations each morning. Once retrieved, iTicket automatically files them in your court and includes all the important information such as the officer, location, defendant, and offense data. Let iTicket file your daily citations. You'll be glad you did.

ICON FULLY INTEGRATES WITH THE GHS COLLECTION MANAGEMENT SYSTEM

GHS COLLECTION MANAGEMENT SYSTEM

The only fully automated collections management solution that exists today!

The GHS Collection Management System fully integrates with NET Data's JP Case Management and Municipal Case Management software. This tight integration creates a synergy that increases current collections while reducing the workload on your court.



GHS DOES THE WORK. YOU STAY IN CONTROL.

Flexibility to tailor collection practices to suit your needs.

The GHS Collection Management System boosts your current collections by automating many delinquent case collection processes:

- Automatically sends courtesy notices to cases in jeopardy of going delinquent
- Delinquent cases identified and automatically sent to GHS
- Empowers courts to exclude cases from going to collections
- Generates and sends delinquent mailers
- Automated phone campaigns
- Payment processing via phone, online, and mailed money orders
- Post payments in batch
- Manages defendants' payment plans
- Automated OMNI and NRVC filings
- Automatically updates case records with collection activity

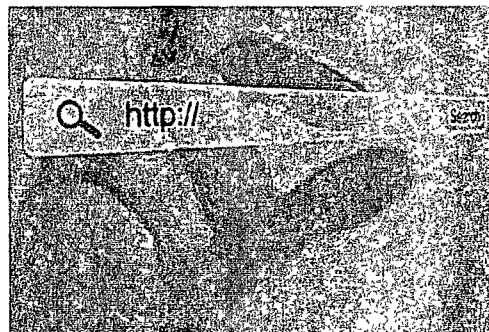
Decrease the backlog. Increase the revenue.

INTERNET RECORDS ACCESS

With NET Data's online services...

Put your public records online with NET Data's collection of Internet Records Access websites.

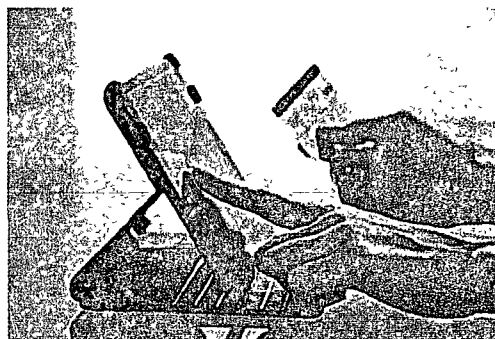
Pay traffic citations
24- hour access
Defendant may look up citation by:
Name, DOB, Citation Number
Enter plea
Batch process



CREDIT CARD SERVICES

Power your office with convenient and secure credit card payments.

With NET Data, your office can accept Visa, MasterCard, Discover and American Express payments online or at the counter. Once payments are made you can easily post payments to cases in batch which saves you time. Convenient online reporting enables you to track the flow of payments from individuals to their cases. With NET Data's credit card services, taking payments is convenient, secure and efficient.





Support / Maintenance

iCon is the latest version of NET Data's continually evolving product line.

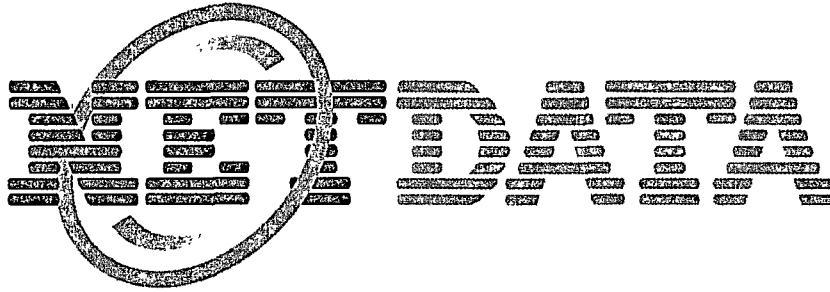
"Intelligent Connections" (iCON) was created with rich user experience and productivity in mind. Several years of research and development combined with the vast knowledge of county government has produced a product that can exceed current demand and those to come.

Our product is a Java based rich client application. iCON allows users to run the software via the internet but still maintains the responsiveness of a native desktop application. This allows us to reap the benefits of many information technologies. The software can utilize web service, desktop integration, remote data access and much more while making the experience seamless to the user.

The use of Java based technologies allows us to achieve true platform independence. While we prefer the time-tested stability of the IBM i server, we can also provide other solutions depending on your needs.

The iCON platform is intuitive. The use of wizards and continuous feedback, guide the user thru tasks while allowing flexibility and customization at any point. The learning curve is short regardless of experience level. All aspects of the system can be accessed without interrupting the current work flow.

NET Data customer support is available via 800 # Monday – Friday, 8:00 A. M. to 5:00 P.M. We pride ourselves on exceptional customer service.



Section 7

Proposal Price Worksheet

April 10, 2017

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

A. Software and Support

Module	License Type	Total Users	Annual Cost
Justice Court Case Management	E	10	24,900
IRA	E	10	-
RVI	E	10	-
Credit Card	E	10	-
GHS Interface	E	10	-
Total Annual Cost for Software Support (This obligation shall commence on the date the Combined Court Management System is completely operational, tested and accepted by the County and shall continue in effect for each 12 month period thereafter). The date on which the Combined Court Management System is accepted is the "Acceptance Date."			\$ 24,900

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

B. Hardware

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

Hardware	Number of Units	Price
Portage Box	1	\$ 2,000
Credit Card Chip Reader	2	\$ 700
Total Hardware Cost		\$ 2,700

C. System Installation, Implementation and Training

Total Cost for Installation, Implementation and Training	\$ 47,200
--	-----------

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

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



April 10, 2017

Applications: **Justice Court Case Management Software**
Internet Records Access
Real Vision Imaging
Credit Card interface for Pace
GHS Collections interface

On-site Training: 96 hours onsite

Conversion: Data needs to be received in a usable format.

Hardware: RH-1000 Encryption Hardware, credit card reader (2)

Annual Maintenance & Support:

Services/benefits to Panola County:

- Annual software maintenance pricing secured for 5 years
- NET Data will perform the daily backups.
- Disaster Recovery: Data will be securely stored in a redundant environment.
- Significant reduction in customer IT support needed
- Increased space –with no server located on site.
- Security: Data transmission made via VPN

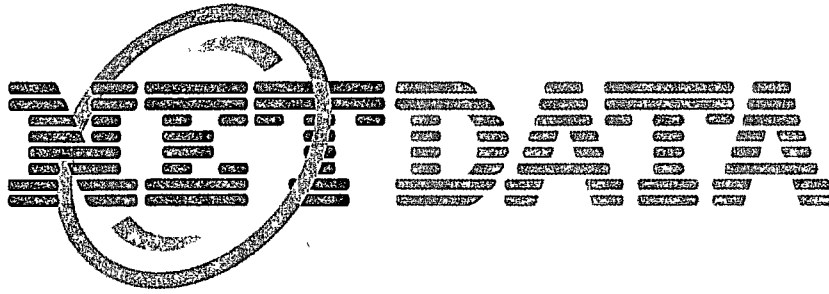
Initial Setup: \$49,900

Annual Service: \$24,900 prorated over the first year.
\$24,900 per year for years 2-5.

Pricing includes both Justice Courts.

All pricing and costs included are valid for 90 days from proposal date unless extended in writing by NET Data.





Section 8

Technology Requirements

April 10, 2017



Technical Desktop / Peripheral Specifications

Windows OS: Windows XP and higher (preferred Windows 7 and higher)

Microsoft Office 2007 and higher

Adobe Reader

Kofax Enabled Scanners (USB attached – Fujitsu 7160, Canon DR-M160)

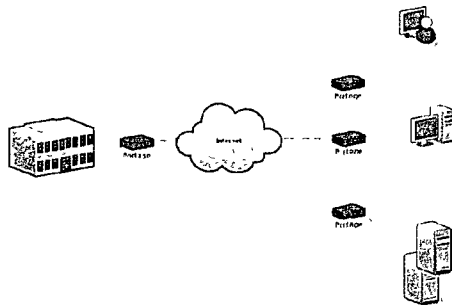
iCon uses any Windows enabled printer

Recommended 10/10 internet speed for connectivity



Portage VPN Appliance

The NetProtec Portage VPN appliance offers secure, easy access for remote or branch offices. The Portage VPN appliances are pre-configured and fully managed devices that are installed behind your existing firewall. The Portage can easily be placed inside the remote location's LAN and will *automatically* establish VPN connectivity. NetProtec custom configures each unit per the customer's requirements. You can connect as many Portage units as necessary to provide access to all your remote sites or devices.



Fully encrypted communication with branch or remote offices. The Portage allows seamless connectivity with remote offices utilizing secure encrypted tunnels. The Portage functions completely independent of operating systems and passes all TCP/IP protocols.

Features:

- Industry Proven Secure AES 256-bit Encryption
- FIPS 140-2 Compliant (*Portage 1500)
- Site-to-Site and Multi-Site VPN Solutions
- Secure Access to any Server, Desktop, Appliance, VOIP System, etc
- Rapid Deployment - No Firewall Configuration Required
- Works with any Firewall, any Internet Connection
- Turn Key Fully Managed Secure Remote Access Solution
- Ideal for Unix, Linux, AIX, AUX, IBM i or Windows Systems



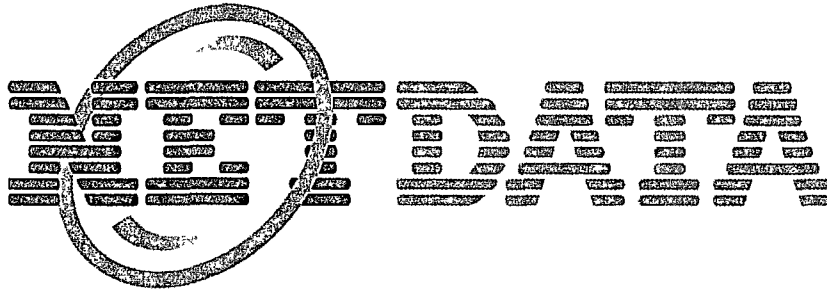
Third Party Partnership

Real Vision Software, Inc.
3700 Jackson Street
Suite 203
Alexandria, LA 71303
318-449-4579

Real Vision Software, Inc., formed in 1992 is headquartered in Alexandria La. RVI is an industry leading Document Management Software solution that captures, stores, manages, delivers and preserves your most important documents. RVI currently has 25 employees in Louisiana, New Jersey, North Carolina, Florida, Colorado and Georgia.

The RVI solution is designed to integrate with end-user applications. Our solution is cross industry and has over 1,000 installs throughout the US, Canada, Europe and Central America, with 231 active Government clients. The Real Vision Imaging solution is supported on three platforms; RVI Cloud, RVI SB (Windows Platform) and RVI i (IBM Power Systems running IBM i). RVI provides the expertise to help define your project requirements, implement your system, train your users and provide superb help desk support. RVI includes advanced workflow capabilities, flexible application interface, mobile apps, Scanning, forms recognition, bar code scanning, Import polling, Auto import drag and drop, stamps, highlights, redaction, text annotations and so much more. They are document management experts, specializing in this one product. They serve many Fortune 100 companies to smaller organizations across the US, Canada, Europe and Central America.

Website www.realvisionsoftware.com.



Section 9 Implementation

April 10, 2017

INSTALLATION PHASE

Each office or product then goes through the Installation Phase. The dates and times that each office or product is installed is documented on the project schedule. During the Installation Phase, the products are installed and any required training is conducted. A single Project Completion Review is conducted once all offices or products have been successfully installed.

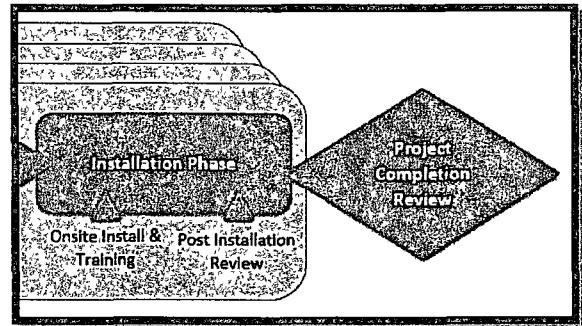


FIGURE 3 INSTALLATION PHASE

3.1.1 ONSITE INSTALL

Onsite installation involves working with the customer during the first few days they use NET Data products and services to answer questions and resolve outstanding issues. Often onsite training is a contractual requirement and is accomplished concurrently with the installation of the new products.

3.1.2 CLEANUP

All outstanding issues should be resolved or receive disposition that is acceptable to the Project Manager and the customer.

3.1.3 POST INSTALLATION REVIEW PER OFFICE

A post installation review shall be conducted with the customer after each office or product completes installation. This meeting is a chance to review the list of new enhancement requests, any outstanding issues, and to communicate to the users that their portion of the overall conversion is complete. The Project Manager shall also discuss the status of other conversion activities that may impact the operations of the users of this specific office. Lastly, the customer should also be reminded how to obtain support as they transition from the conversion phase into normal operations.

3.1.4 GATE: PROJECT COMPLETION REVIEW

The Project Completion Review ensures all office and product installations are complete, any customer concerns or change requests have been documented, and the project is ready to be officially closed.

TABLE 1 PROJECT COMPLETION REVIEW

Meeting Requirements	Description
Gatekeeper	Project Manager
Attendees	<ul style="list-style-type: none"> • Project Manager • Software developers • Customer trainers (i.e. Customer Support) • Customer Support Personnel • Quality Assurance Representative
Entrance Criteria	<input type="checkbox"/> All offices and products have been installed <input type="checkbox"/> All customer concerns have been documented

	<input type="checkbox"/> All customer enhancement requests have been documented
Exit Criteria	<input type="checkbox"/> Contract and work orders reviewed to ensure tasking is complete <input type="checkbox"/> Customer concerns reviewed <input type="checkbox"/> Customer enhancement requests reviewed <input type="checkbox"/> Gatekeeper approval

3.2 NORMAL OPERATIONS PHASE

The project can transition to the Normal Operations Phase following a successful Project Completion Review. A Customer Exit Meeting is conducted to communicate this transition to the customer.

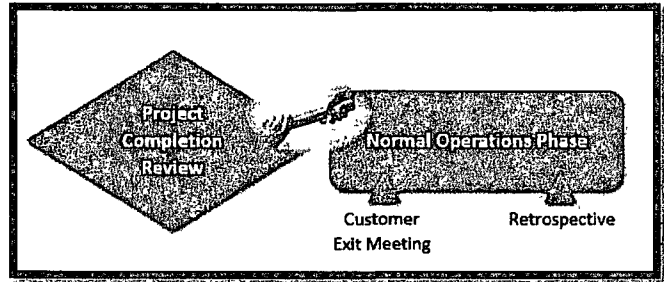


FIGURE 4 NORMAL OPERATIONS PHASE

3.2.1 CUSTOMER EXIT MEETING

A Customer Exit Meeting is conducted to communicate to all external stakeholders that the conversion is complete for all offices and future support can be obtained using NET Data customer support options. The Customer Exit Meeting is also a good time to solicit feedback on how NET Data performed during the conversion project.

3.2.2 RETROSPECTIVE

The retrospective meeting gathers key NET Data project stakeholders and solicits their feedback on what went right and what went wrong during a conversion project. The purpose of this meeting is to identify areas of improvement in processes and procedures used through the course of the project. This information is captured and documented on the wiki space used for the specific project. This then serves one of the key pieces of information to be reviewed during the Past Project Review discussed in Section **Error! Reference source not found.**

4 RESPONSIBILITY AND ACCOUNTABILITY MATRIX

Error! Reference source not found. below provides a quick reference of who is involved in what, and to what extent with regard to conversion projects.

TABLE 2 RESPONSIBILITY AND ACCOUNTABILITY MATRIX

	NET Data President	CIO	Marketing Director	Project Manager	Software Dev Managers	Software Developers	Customer Support Managers	Customer Support Reps	QA Rep
Pre-RFP Phase									
Generate Draft RFP Response and SOW	C	C	A,R						
Conduct Gate Bid Review Gate	Gatekeeper	C	A,R	C	I		I		I
Bid Phase									

	NET Data President	CIO	Marketing Director	Project Manager	Software Dev Managers	Software Developers	Customer Support Managers	Customer Support Reps	QA Rep
Submit Final RFP Response and SOW to customer	C		A,R						
Generate Work Orders		I	A,R	I	I		I		
Conduct Gate: Contract Review Gate	Gatekeeper	C	A,R	C	I		I		I
Project Planning Phase									
Draft Project Plan & Schedule		C	C	A,R	C	C	C	C	
Conduct Gate: Project Startup Review	Gatekeeper		I	A,R					I
Project Startup Phase									
Conduct Customer Kickoff	I	I	I	A,R					
Conduct Product Assurance Assessment		I	I	A				R	
Conduct Gate: Requirements Review	Gatekeeper	I	I	R					I
Data Conversion Phase									
Conduct Internal Kick-off	I	C		A,R	C	C	C	C	
Generate Data Map				I	A	R		C	
Generate Conversion Software and Scripts				I	A	R		C	
Convert Data & Images				I	A	R		C	
Conduct Initial Check				I	A	R			
Conduct Verification Testing				I	I	I	A	R	
Develop and Update Written Test Procedures							A	R	
Enter new issues into Issue Tracking Tool		I		I	A	R	A	R	

	NET Data President	CIO	Marketing Director	Project Manager	Software Dev Managers	Software Developers	Customer Support Managers	Customer Support Reps	QA Rep
Conduct Gate: Quality Assessment Reviews	I	I	I	Gatekeeper	C	C	R	C	I
Data Validation Phase									
Coordinate customer data validation				A,R			R	R	
Conduct Gate: Pre-Installation Reviews	I	I	I	Gatekeeper	R		R		I
Installation Phase									
Onsite Hardware Installation		A,R		I	I	I	I	I	
Onsite Software Installation				I			A	R	
Cleanup				I	A	R	I	I	
Conduct Post Installation Reviews				I	I	I	A	R	
Conduct Gate: Project Completion Review	I	I	I	Gatekeeper	R	C	R	C	I
Normal Operations Phase									
Conduct Customer Exit Meeting	I	I	I	A,R			C	I	I

Definitions:

Responsible – who owns the task and is responsible to complete the task	Accountable – the person to whom "R" is accountable	Consulted – must be consulted during the task	Informed – must be notified of results, but does not need to be consulted during the task
---	---	---	---

Enclosed is a copy of the Security Authorization form that is required on each employee signing on to the system.

**Security Authorization
Justice of the Peace**

County _____

User: _____

Precinct _____

User Initials: _____ Date of Birth: ____ / ____ /XX

User email address: _____

Create **Read** **Update** **Delete**

DOCKET TYPES

- Class A/B Misdemeanor Docket
- Class C Docket
- Hot Check Docket
- Felony Docket
- Civil Justice Court Docket (*cases prior to 9/1/13*)
- Civil Small Claims Docket
- Civil Eviction Docket
- Civil Miscellaneous Docket (*cases prior to 9/1/13*)
- Civil Repair and Remedy
- Civil Debt Claims
- Inquest Docket
- Administrative Hearing Docket
- Magistrate Warning Docket
- Juvenile Docket
- Mental Commitment Docket
- Search Warrant for Fire/Health/Code Inspections
- Examining Trials
- Emergency Protective Order
- Stolen Property Hearings
- Peace Bond Hearings
- Search Warrants
- Animal Seizure Hearings
- Property Seizure Hearings

	<u>Create</u>	<u>Read</u>	<u>Update</u>	<u>Delete</u>

TABS

- Events Tab:**
- Administrative Hearing
 - Animal Seizure Hearing
 - Civil Dockets
 - Class A/B Misdemeanor
 - Class C Misdemeanor
 - Emergency Protection Order
 - Examining Trials
 - Felony
 - Hot Check
 - Inquest
 - Juvenile
 - Magistrate Warning
 - Mental Commitment
 - Miscellaneous Payments
 - Peace Bond Hearing
 - Property Seizure Hearing

**Security Authorization
Justice of the Peace**

	<u>Create</u>	<u>Read</u>	<u>Update</u>	<u>Delete</u>
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				
Notes Tab:				
Administrative Hearing				
Animal Seizure Hearing				
Civil Dockets				
Class A/B Misdemeanor				
Class C Misdemeanor				
Emergency Protection Order				
Examining Trials				
Felony				
Hot Check				
Juvenile				
Magistrate Warning				
Mental Commitment				
Miscellaneous Payments				
Peace Bond Hearing				
Property Seizure Hearing				
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				
Issued Documents Tab:				
Administrative Hearing				
Animal Seizure Hearing				
Civil Dockets				
Class A/B Misdemeanor				
Class C Misdemeanor				
Emergency Protection Order				
Examining Trials				
Felony				
Hot Check				
Inquest				
Juvenile				
Magistrate Warning				
Mental Commitment				
Peace Bond Hearing				
Property Seizure Hearing				
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				
Images Tab:				
Administrative Hearing				
Animal Seizure Hearing				
Civil Dockets				
Class A/B Misdemeanor				

**Security Authorization
Justice of the Peace**

	<u>Create</u>	<u>Read</u>	<u>Update</u>	<u>Delete</u>
Class C Misdemeanor				
Emergency Protection Order				
Examining Trials				
Felony				
Hot Check				
Inquest				
Juvenile				
Magistrate Warning				
Mental Commitment				
Peace Bond Hearing				
Property Seizure Hearing				
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				

Served Tab:

Administrative Hearing				
Animal Seizure Hearing				
Civil Dockets				
Class A/B Misdemeanor				
Class C Misdemeanor				
Emergency Protection Order				
Examining Trials				
Felony				
Hot Check				
Inquest				
Juvenile				
Magistrate Warning				
Mental Commitment				
Peace Bond Hearing				
Property Seizure Hearing				
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				

Motions Tab:

Administrative Hearing				
Animal Seizure Hearing				
Civil Dockets				
Class A/B Misdemeanor				
Class C Misdemeanor				
Emergency Protection Order				
Examining Trials				
Felony				
Hot Check				
Inquest				
Juvenile				
Magistrate Warning				

**Security Authorization
Justice of the Peace**

	<u>Create</u>	<u>Read</u>	<u>Update</u>	<u>Delete</u>
Mental Commitment				
Peace Bond Hearing				
Property Seizure Hearing				
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				
Appointments Tab:				
Administrative Hearing				
Animal Seizure Hearing				
Civil Dockets				
Class A/B Misdemeanor				
Class C Misdemeanor				
Emergency Protection Order				
Examining Trials				
Felony				
Hot Check				
Inquest				
Juvenile				
Magistrate Warning				
Mental Commitment				
Peace Bond Hearing				
Property Seizure Hearing				
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				
Warrant Tab:				
Animal Seizure Hearing				
Class A/B Misdemeanor				
Class C Misdemeanor				
Emergency Protection Order				
Examining Trials				
Felony				
Hot Check				
Juvenile				
Magistrate Warning				
Mental Commitment				
Peace Bond Hearing				
Property Seizure Hearing				
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				
Orders Tab:				
Administrative Hearing				
Animal Seizure Hearing				
Class C Misdemeanor				
Emergency Protection Order				

**Security Authorization
Justice of the Peace**

	<u>Create</u>	<u>Read</u>	<u>Update</u>	<u>Delete</u>
Examining Trials				
Hot Check				
Juvenile				
Magistrate Warning				
Miscellaneous Payments				
Peace Bond Hearing				
Property Seizure Hearing				
Search Warrant				
Search Warrant Fire/Health/Code Inspection				
Stolen Property Hearing				
<i>Interested Parties Tab:</i>				
Animal Seizure Hearing				
Property Seizure Hearing				
Stolen Property Hearing				
<i>Plaintiffs Tab:</i>				
Civil Dockets				
<i>Defendants Tab:</i>				
Civil Dockets				
<i>Nature of Suit Tab:</i>				
Civil Dockets				
<i>Checks Tab:</i>				
Hot Check				
<i>Testimony Tab:</i>				
Inquest				
<i>Full Report & Autopsy Tab:</i>				
Inquest				
<i>Findings Tab:</i>				
Inquest				
<u>ADDITIONAL SECURITY</u>				
Set Case Number				
Post Prior Payment (<i>change receipt # and payment date</i>)				
Override Payment Date				
Miscellaneous Payments (<i>interest, copies, etc</i>)				
Forms				
Issue Warrants in Batch				
Pay Fee First in Collection Record				
Pay Fee with Monetary Payment Type Only				
Change Payment Type				
Reverse Payment				
<u>MAINTENANCE SECURITY</u>				
Maintenance Users				
Maintenance Court				
Maintenance Security				
Maintenance Agency Codes				

**Security Authorization
Justice of the Peace**

	<u>Create</u>	<u>Read</u>	<u>Update</u>	<u>Delete</u>
Maintenance Fee Codes				
Maintenance Fine Codes				
Maintenance Offense Codes				
Maintenance Attorney				
Maintenance Bondsman				
Maintenance Complainant				
Maintenance Vendor				
Maintenance Party				
Maintenance Order				
Maintenance Suit Description				
Maintenance Served Type				
Maintenance Motion Type				
Maintenance Court Docket				

REPORT SECURITY

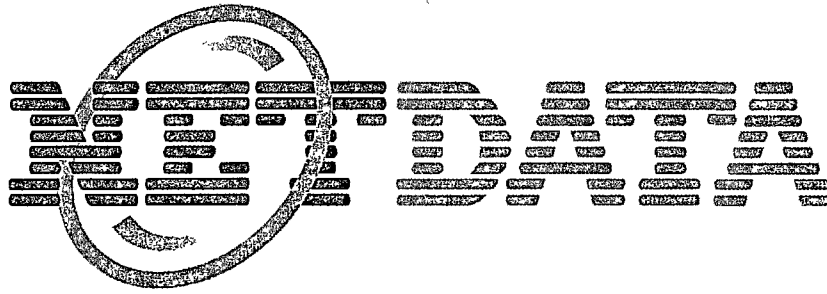
Daily Reports				
Case Reports				
Collection Reports				
Other Reports				
Monthly Reports				
Maintenance Reports				

SITUATIONAL SECURITY

Transfer Magistrate Warning				
OMNI RES				
Constable Export				
Delinquent Export				
Issue Warrants				
Courtesy Notice Batch				

Authorized By: _____

Date: _____



Section 10

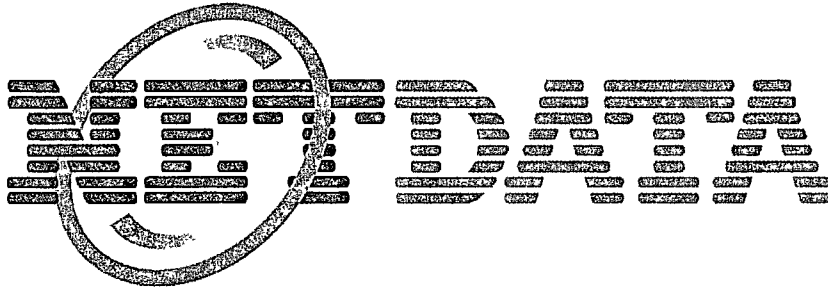
Exceptions to Contract

April 10, 2017



Our executive board requires that our license and maintenance agreements be standardized for all NET Data customers. While we can make minor modifications, NET Data will not be able to enter into the agreement provided in the proposal form, or the contract included in the RFP.

We hope that our experience and reputation for excellence in the market place will be sufficient. We have a long history of implementing and supporting quality products for over 30 years. With more than 90 Texas counties and over 200 Justice of the Peace and Municipal courts, NET Data would be proud to add Panola County.



Section 11 Conflict of Interest Questionnaire

April 10, 2017

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

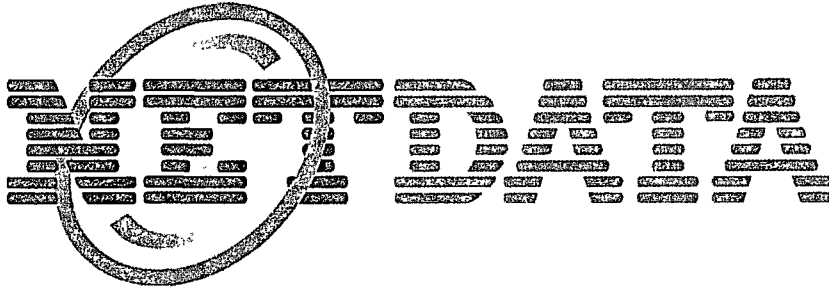
Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date



Section 12 References

April 10, 2017

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

- | | |
|--|--|
| 1. COMPANY NAME
ADDRESS

CONTACT PERSON
PHONE NUMBER
E-MAIL | Caldwell County JP1
110 S. Brazos St.
Lockhart, TX 78644
Melanie Bowden
512-398-1810
melanie.bowden@co.caldwell.tx.us |
| 2. COMPANY NAME
ADDRESS

CONTACT PERSON
PHONE NUMBER
E-MAIL | Caldwell County JP4
405 E. Market St.
Lockhart, TX 78644
Judge Raymond DeLeon
512-398-1841
caldwelljp4@yahoo.com |
| 3. COMPANY NAME
ADDRESS

CONTACT PERSON
PHONE NUMBER
E-MAIL | Sabine County JP1
201 Main St.
Hemphill, TX 75948
Martha Nantz
409-787-3719
Martha7557@gmail.com |
| 4. COMPANY NAME
ADDRESS

CONTACT PERSON
PHONE NUMBER
E-MAIL | Sabine County JP2
P O Box 147
Hemphill, TX 75948
Judge James Brasher
409-584-2211
jamesbrasher@yahoo.com |
| 5. COMPANY NAME
ADDRESS

CONTACT PERSON
PHONE NUMBER
E-MAIL | Rusk County JP5
210 W. Charlevoix St.
Henderson, TX 75652
Stephanie Smith
903-657-0308
ssmith@co.rusk.tx.us |

- | | |
|---|---|
| <p>6. COMPANY NAME
ADDRESS</p> <p>CONTACT PERSON
PHONE NUMBER
E-MAIL</p> | <p>Hood County JP2
1200 W. Pearl St.
Granbury, TX 76048
Judge Martin Castillo
817-579-3290
mcastillo@co.hood.tx.us</p> |
| <p>7. COMPANY NAME
ADDRESS</p> <p>CONTACT PERSON
PHONE NUMBER
E-MAIL</p> | <p>Delta County JP
200 W. Dallas Ave.
Cooper, TX 75432
Judge Ginny Phifer
903-395-4400
delta-jp@deltacountytx.com</p> |
| <p>8. COMPANY NAME
ADDRESS</p> <p>CONTACT PERSON
PHONE NUMBER
E-MAIL</p> | <p>Palo Pinto JP5
109 N. Oak St.
Mineral Wells, TX 76067
Tisha Sanchez
940-325-3201
tisha.sanchez@co.palo-pinto.tx.us</p> |
| <p>9. COMPANY NAME
ADDRESS</p> <p>CONTACT PERSON
PHONE NUMBER
E-MAIL</p> | <p>Orange County JP1
801 W. Division St,
Orange, TX 77630
Donna Williams
409-882-7800
dwilliams@co.orange.tx.us</p> |
| <p>10. COMPANY NAME
ADDRESS</p> <p>CONTACT PERSON
PHONE NUMBER
E-MAIL</p> | <p>Wilbarger County JP2
1700 Wilbarger St.
Vernon, TX 76384
Nina Bromfield
940-553-2307
ltempleton@co.wilbarger.tx.us</p> |