



FILED
 AT 3:00 O'CLOCK P M
 DEC 01 2017
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 DEPUTY

Ricoh USA, Inc.
 70 Valley Stream Parkway
 Malvern, PA 19355

U.S. Communities Software Financing Agreement

Number: 3655872

This U.S. COMMUNITIES SOFTWARE FINANCING AGREEMENT (this "Agreement") is between Ricoh USA, Inc. ("Ricoh"); together with its successors and assignees, "we," "us" or "our") and the customer identified below ("Customer," "you" or "your").

CUSTOMER INFORMATION

HIDALGO COUNTY OF				DINA TREVINO			
Full Legal Name 2802 S. BUSINESS HWY 281				Billing Contact Name 2802 S. BUSINESS HWY 281			
Principal Place of Business Address EDINBURG HIDALGO TX 78539				Billing Address (if different from principal place of business) EDINBURG HIDALGO TX 78539			
City	County	State	Zip	City	County	State	Zip
Federal Tax ID No. 74-6000717 <i>(Do Not Insert Social Security No.)</i>		Billing Contact Telephone No. 956-318-2626		Billing Contact Facsimile No. 956-318-2629		Billing Contact E-Mail Address DINA.TREVINO@CO.HIDALGO.TX.US	
Jurisdiction of Organization STATE OF TEXAS				Form of Organization MUN			

LICENSED SOFTWARE DESCRIPTION

Qty	Description of Licensed Software
79	PS-INSLASERFICHE - PS INSTALLATION LASERFICHE
3	MCQ14DD-PS1 - LASERFICHE AVANTE QUICK FIELDS AGENT 1 YR M&S INC1YR
18	MNF16DD-PS1 - LASERFICHE AVANTE NAMED FULL USERS VER 10 1 YR M&S INC1YR
3	MPDD-PS1 - LASERFICHE AVANTE WEB DISTRIBUTION PORTAL 1 YR M&S INC1YR
3	MSE30DD-PS1 - LASERFICHE AVANTE SERVER FOR MS SQL WITH WORKFLOW 1 YR M&S INC1YR
3	MCQC3DD-PS1 - LASERFICHE AVANTE ZONE OCR AND VALIDATION PACKAGE 1 YR M&S INC1YR
3	MCA01DD-PS1 - LASERFICHE AVANTE IMPORT AGENT 1 YR M&S INC1YR
3	MCQ01DD-PS1 - LASERFICHE AVANTE QUICK FIELDS 1 YR M&S INC1YR
1	MSE310-PS1 - LASERFICHE AVANTE SERVER FOR MS SQL WITH WORKFLOW INC0YR
1	MCQC3-PS1 - LASERFICHE AVANTE ZONE OCR AND VALIDATION PACKAGE INC0YR

Qty	Description of Licensed Software
1	MCA01-PS1 - LASERFICHE AVANTE IMPORT AGENT INC0YR
1	MCQ01-PS1 - LASERFICHE AVANTE QUICK FIELDS INC0YR
1	MCQ14-PS1 - LASERFICHE AVANTE QUICK FIELDS AGENT INC0YR
6	MNF16-PS1 - LASERFICHE AVANTE NAMED FULL USERS VER 10 INC0YR
1	MPD-PS1 - LASERFICHE AVANTE WEB DISTRIBUTION PORTAL INC0YR

SOFTWARE SUPPLIER (If not Ricoh USA, Inc.)

PRINCIPAL AMOUNT & PAYMENT SCHEDULE

Principal Amount <i>(Before Adjustment for Tax)</i>	Term <i>(months)</i>	Payment <i>(Before Adjustment for Tax)</i>	Interest Rate
\$73,089.60	36	\$2,341.28	9.50 % per annum

Addendum Attached: Yes (Check if yes and indicate total number of pages: _____)

Customer Billing Reference Number (P.O.#., etc.) _____

TERMS AND CONDITIONS:

1. **Funding Authorization.** This Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Agreement entered into during the Contract Period shall continue in full force and effect for the entire term set forth in such Agreement. This Agreement shall consist of the terms and conditions of the Contract and this Agreement. As it pertains to this Agreement, the order of precedence of the component parts of the Agreement shall be as follows: (a) the terms and conditions of this Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in cases of conflict or inconsistency therein. You direct us or our Assignee to disburse to the software supplier who is either identified above or, if not identified above,

Ricoh USA, Inc. (the "Software Supplier"), the principal amount shown above, as such amount may be adjusted in accordance with this Agreement and as shown on the Software Supplier's invoice (such amount, the "Principal Amount") in payment for your acquisition and use of the licensed software described above and as further described on the Software Supplier's invoice, together with services, maintenance, installation and training charges incurred prior to the Acceptance Date (as defined below) in connection with such licensed software (collectively, the "Licensed Software") after the delivery and your acceptance of such Licensed Software. You agree to sign and return to us a certificate of acceptance (which, at our option, may be returned electronically) within five (5) business days after the installation of the Licensed Software confirming that the Licensed Software has been delivered, installed, and is in good condition and accepted for all purposes under the Agreement.

2. **Promise to Pay; Interest Rate.** Except as set forth in Section 16 below entitled "State and Local Government Provisions", you promise to pay to the order of us or our assignee, if applicable, the Principal Amount plus interest on the

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unpaid balance in consecutive monthly payments in the amount set forth above (each such payment, as adjusted pursuant to this Section, a "Payment") over the term identified above (the "Term"). Payments will begin on or after the delivery and acceptance date of the Licensed Software (the date of such delivery and acceptance, the "Acceptance Date"). The remaining payments are due on the same date of each subsequent month. Unless and to the extent you are exempt and provide a valid exemption certificate to us, you authorize us to adjust the Principal Amount and the Payment amount by up to fifteen percent (15%) to reflect any sales, use or similar taxes charged on the Software Supplier's invoice for the Licensed Software. You shall pay the unpaid balance of the Principal Amount and all accrued interest and any other charges due hereunder on the expiration of the Term.

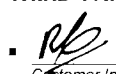
EXCEPT AS SET FORTH IN SECTION 16 BELOW ENTITLED "STATE AND LOCAL GOVERNMENT PROVISIONS", YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER THIS AGREEMENT SHALL BE ABSOLUTE, UNCONDITIONAL AND COMPLETELY INDEPENDENT OF ANY DEFECT IN OR DAMAGE TO THE LICENSED SOFTWARE, CUSTOMER'S LOSS OF POSSESSION OR USE OF THE LICENSED SOFTWARE, OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY SERVICES RELATED TO THE LICENSED SOFTWARE. PAYMENTS UNDER THIS AGREEMENT ARE NOT SUBJECT TO SET-OFFS, CLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER, ALL OF WHICH YOU HEREBY WAIVE TO THE EXTENT PERMITTED BY APPLICABLE LAW. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. Cash and cash equivalents are not acceptable forms of payment under this Agreement, and you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you.


3. Prepayment. You may not partially prepay the Principal Amount prior to the end of the Term without our written consent, which may be conditioned upon the payment of fees, the adjustment of the monthly Payment amount, and other terms and conditions. At any time, Customer may prepay all, but not less than all, of the Principal Amount, together with any and all accrued and unpaid interest thereon, any and all other amounts payable by Customer under this Agreement and, if such prepayment is made prior to the last twelve (12) months of the Term, a prepayment fee equal to the lesser of (i) one percent (1%) of the Principal Amount outstanding on the date of prepayment (without giving effect to any prior prepayments) multiplied by the number of full twelve-month periods remaining until the end of the Term and (ii) the maximum prepayment charge allowed by applicable law, or as otherwise mutually agreed to by the parties.
4. Late Payments. If any Payment or any other sum due under this Agreement is not received within ten (10) days after the applicable due date for such Payment or other amount, in addition to the amount of each such Payment or other amount, to the extent not prohibited by applicable law, you shall pay a late payment charge of five (5%) of such past due amount or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you also agree to pay \$25 for each check returned for insufficient funds or any other reason.
5. Ownership; Security Interest. Unless we are the licensor of the Licensed Software, we have no ownership interest in the Licensed Software and shall not be shown as the owner of the Licensed Software on any tax reports or returns. To secure all of your obligations under this Agreement, you grant to us a security interest in your rights under and interests in each software license agreement relating to the Licensed Software, including any amendments thereto (each, a "License") and each maintenance, support or other service agreement relating to any License, together with all of your rights and interest in any general intangibles which any of the foregoing may represent, and all products and proceeds of such rights and interest (collectively, the "Collateral"). You irrevocably grant to us the power to prepare, sign on your behalf (if applicable), and file Uniform Commercial Code ("UCC") financing statements identifying the Collateral and any related amendments or continuations.
6. Representations, Warranties and Covenants. You hereby represent, warrant and covenant as follows: (i) you have the power and authority to enter into this Agreement and to grant the security interest described in this Agreement; (ii)

the Collateral is, and will remain, free and clear of all liens and encumbrances of every kind, except for the security interest granted in this Agreement and the rights of the software licensor in the Licensed Software; (iii) you will maintain each License in full force and effect and will do all acts deemed necessary by us to continue our perfected, first priority security interest in the Collateral; (iv) you shall remain solely responsible under any License for the observance and performance of all conditions and obligations of you under such License; (v) you shall pay promptly when due all taxes, fees, assessments and other charges levied or assessed on any of the Collateral or on the use of the Collateral or on this Agreement to the extent permitted by applicable law; (v) you will use the Licensed Software only in the lawful conduct of your business, and not for personal, household or family purposes; (vi) your address, legal name, and form and jurisdiction of organization are set forth above or referenced above, and you will not change your address, legal name or form or jurisdiction of organization without thirty (30) days prior written notice to us; and (vii) this Agreement has been duly executed and delivered by your authorized officer or agent and constitutes your legal and binding obligations, enforceable against you in accordance with its terms.

7. Default and Remedies. Each of the following is a "Default" under this Agreement: (i) you fail to make payment of any amount due under this Agreement within thirty (30) days after its due date; (ii) you default or fail to perform any of your obligations under this Agreement; (iii) any License is terminated for any reason; (iv) any representation or warranty contained under this Agreement proves to be false in any material respect; or (v) the appointment of a receiver for all or of any part of your property, the assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against you. Upon the occurrence of a Default, we may (A) declare all of the Principal Amount immediately due and payable, without demand or notice to you, and such amount shall bear interest at the lower of one and one-half percent (1-1/2%) per month or the maximum rate allowed by applicable law; (B) terminate or cause to be terminated your rights under each License and withhold or cause to be withheld any maintenance, support or other service relating to each License; and (C) exercise any and all rights of a secured party under the UCC, and to the extent permitted by applicable law, we may charge you for expenses incurred in connection with the enforcement of such rights and remedies, including, without limitation, collection costs, attorneys' fees and court costs. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each License for and on your behalf. Our remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. We shall not be required to first foreclose, proceed against or exhaust any Collateral before enforcing your obligations under this Agreement. To the extent permitted by applicable law, you hereby waive presentment, demand for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, and all other notices in connection herewith.

8. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT: WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF YOU; YOU HAVE SELECTED THE LICENSED SOFTWARE, THE SOFTWARE SUPPLIER AND, IF APPLICABLE, THE SOFTWARE LICENSOR BASED UPON YOUR OWN JUDGMENT; YOU AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL STATEMENTS OR REPRESENTATIONS CONCERNING THE LICENSED SOFTWARE MADE TO YOU; THE LICENSED SOFTWARE IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT THE SAME IS SUITABLE AND FIT FOR YOUR PURPOSES; WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR THE LICENSED SOFTWARE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO, AND MAKE YOUR OWN DETERMINATION OF THE PROPER ACCOUNTING TREATMENT OF, THIS AGREEMENT AND THE AGREEMENT. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY


Customer Initials
Page 2 of 4

11/28/17 

FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE LICENSED SOFTWARE OR THIS AGREEMENT.

9. Limitation on Charges. Both parties intend to comply with all applicable laws. In no event will you be charged nor will we collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement or refunded to you.

10. Notices. All required notices will be considered to have been given if sent by registered or certified mail or overnight courier service to the other party (as the case may be) at its address stated herein, or at such other place as such addressee may have designated in writing. Notices shall be effective upon receipt, as reflected on the proof of delivery.

11. Assignment, Successors and Assigns. You shall not assign this Agreement or any of your obligations under this Agreement, without our prior written consent. We may sell or assign all or a portion of our interests in this Agreement without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. In the event the remit to address for Payments is changed during the term of this Agreement, then Ricoh or the Assignee will provide notice to you. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. This Agreement shall be binding upon you and your representatives, successors and assigns, and shall inure to the benefit of us, our successors and assigns. You acknowledge that the Assignee is not the owner, developer or designer of the Licensed Software.

12. Indemnification. To the extent permitted by applicable law, you are responsible for all losses, claims, liens, suits, damages, liabilities, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to this Agreement or the Licensed Software. You agree to indemnify and defend us against, and hold us harmless from, any and all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement. You shall pay to us all reasonable costs and expenses, including reasonable attorneys' and collection fees, incurred by us in enforcing the terms and conditions under, or in protecting our rights and interests in, this Agreement.

13. GOVERNING LAW, JURY TRIAL WAIVER, SEVERABILITY, EFFECT OF AGREEMENT. YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. ~~TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.~~ If any provision of this Agreement is in conflict with any applicable statute, rule or regulation, then such provision shall be deemed null and void to the extent of such conflict, but without invalidating any other provision of this Agreement. This Agreement constitutes the full and complete agreement between you and us in connection with the Licensed Software. This Agreement cannot be modified except by mutual, signed written agreement between you and us. This Agreement shall continue in full force and effect for so long as any amount shall remain outstanding under this Agreement.

14. Miscellaneous. You authorize us to insert or correct missing information on this Agreement, limited to the following: (1) the agreement and/or applicable

contract number(s), (2) your proper legal name, jurisdiction and form of organization and (3) any information describing the Licensed Software to include the quantity thereof. If applicable and to the fullest extent permitted by applicable law, you authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Agreement. Each of our respective rights and indemnities will survive the termination of this Agreement.

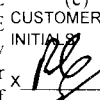
15. Electronic Transmission of Documents. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Agreement containing your manual signature.

16. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, as indicated on the first page of this Agreement, the following additional terms and conditions shall apply:


(a) Essentiality. During the term of this Agreement, the Licensed Software will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Licensed Software is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under this Agreement in the next succeeding fiscal period, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, and (B) this Agreement shall terminate, on the last day of the fiscal period for which funds were appropriated for the amounts due under this Agreement, without penalty or expense to you and you shall not be obligated to pay amounts due under this Agreement beyond such fiscal year, provided that you shall pay any and all amounts due up through the end of the last day of the fiscal year for which appropriations were made. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Agreement for the entire term of this Agreement and to pay all amounts due under this Agreement and to do all things lawfully within your power to obtain and maintain funds from which such amounts may be paid. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of this Agreement the amounts due under this Agreement to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all amounts under this Agreement coming due during such fiscal year.

CUSTOMER INITIALS
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Customer Initials
Page 3 of 4

11/28/17 

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Agreement; (C) this Agreement has been duly authorized, executed and delivered by you and constitute a valid, legal and binding agreement enforceable against you in accordance with its terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us)

confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) If applicable, you agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Agreement. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Agreement.

(e) Assignment. If applicable, you agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Agreement, as of the date written below.

CUSTOMER

RICOH USA, INC.

By: Ramon Garcia
Authorized Signer Signature
Printed Name: Ramon Garcia
Title: County Judge Date: 11/29/17

By: _____
Authorized Signer Signature
Printed Name: _____
Title: _____ Date: _____

11/28/17 *ans*



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

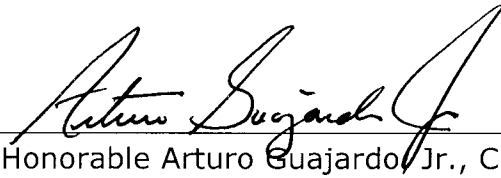
Service Agreements

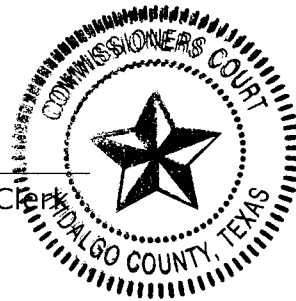
Company's Name: RICOH USA, INC.

Department: PURCHASING

CC Approval on 11/28/2017, AI- 62633

ATTEST:

BY: 
Honorable Arturo Guajardo Jr., County Clerk



APPROVED AS TO FORM:

Office of Criminal District Attorney Ricardo Rodriguez, Jr.

BY: 
Honorable Josephine Ramirez, ADA

Statement of Work

Created for: Hidalgo County

Lasefiche (EDM)

Carlos Sura 10-19-2017

RICOH
imagine. change.

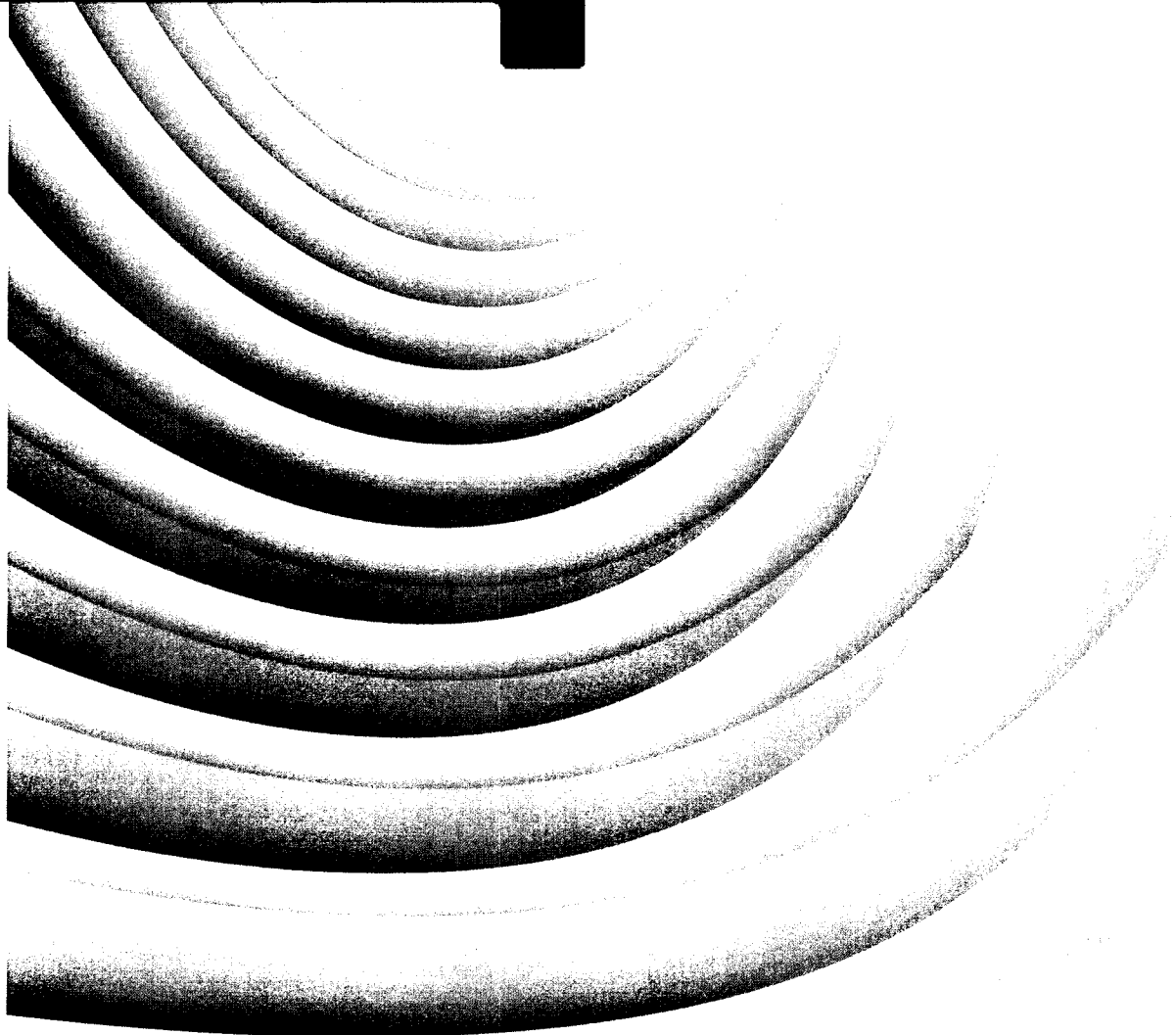


TABLE OF CONTENTS

Table of Contents

PROPRIETARY & CONFIDENTIAL INFORMATION	4
INTRODUCTION.....	5
PROJECT OBJECTIVE.....	5
PROJECT SCOPE.....	5
SERVICES INCLUDED IN THE PROJECT SCOPE.....	5
SERVICES EXCLUDED FROM THE PROJECT SCOPE.....	5
CUSTOMER LOCATION	6
SERVICES DETAIL/PROJECT SCOPE	6
1. PROJECT MANAGEMENT	6
2. DISCOVERY.....	7
2.1 PROCESS 1 – PURCHASE ORDER.....	7
3. DESIGN.....	8
4. PLANNING.....	8
5. IMPLEMENTATION	9
LASERFICHE AVANTE.....	9
PRODUCT LICENSE ELEMENTS.....	11
6. SUPPORT.....	14
CUSTOMER ROLES AND RESPONSIBILITIES.....	15
CUSTOMER GENERAL RESPONSIBILITIES.....	16
CUSTOMER TECHNICAL RESPONSIBILITIES	17
OTHER CUSTOMER RESPONSIBILITIES.....	17
COMPLETION CRITERIA	18
CHANGE CONTROL.....	19
PROJECT ASSUMPTIONS.....	20
PROFESSIONAL SERVICES FEES	22
PAYMENT SCHEDULE.....	22
BUDGET NOTES	22
TERMS & CONDITIONS:	24
APPENDIX.....	29
SUPPORTING FILES ATTACHED	29
2.1 SERVER REQUIREMENTS.....	29
2.2 PMO QUOTE	30
2.3 CUSTOMIZATION REQUEST FORM	30
2.4 COMPONENTS & LICENSING.....	30

SOW Design Record #:
21432564

Proprietary & Confidential Information

The enclosed materials are proprietary to RICOH USA, INC. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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Introduction

RICOH USA, INC. (“Ricoh”) has prepared the following Statement of Work (“SOW”) to detail services for the **EDM Implementation** project (the “Project”) at Hidalgo County (“Customer”).

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh’s experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

Project Objective

The main objective of this project is to develop an imaging, data capture, and document management solution for the Customer’s documents. Systems and procedures will be set up to allow this department to:

- Scan back-file documents into a digital content management system.
- Scan day-forward documents into a digital content management system.
- Capture data and streamline the indexing and data entry process.
- Release captured data to the company database.
- Eliminate file cabinets and other storage space.
- Allow for instant retrieval of digital documents to authorized users anywhere on the network.
- Expedite the work process by incorporating a digital-document workflow.
- Reduce overall costs associated with paper document management.
- Eliminate paper based output from their existing Alio procurement system
- Import electronic PDF batch file from Alio into a workflow process
- Extract key index fields needed for document processing and routing
- Route documents according to account code
- Email document link for read only access by county departments

Project Scope

Services included in the project scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the project. See below under “Services Detail” for a complete description of these tasks.

1. Project Management
2. Discovery
3. Design
4. Planning
5. Implementation
6. Support

Services Excluded from the Project Scope

This Project does not cover the following functions or deliverables.

- Network sizing, capacity analysis, and performance considerations

- Advanced, automated workflow
- Custom coding or programming (except where specified below)
- Back-file conversion services (except where specified below)
- Integration of faxing
- Migration of existing images into (Document Management System)
- Development of document form types other than those discussed in preliminary analysis and approved during the Requirements Gathering portion of this Project

Customer Location

The following Customer location is included in the scope of this Project.

2802 South Business 281
Edinburg, TX 78539

Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the “Services”) of this project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates

1. Project Management

Ricoh will provide a Project Manager to coordinate the delivery and integration of Ricoh components of the solution. The responsibility of the Project Manager will be as follows: Deliver and review SOW with Customer.

- Develop the Ricoh project schedule and deliverable lists of Ricoh components.
- Coordinate and manage the activities of the Ricoh project personnel.
- Act as single point of contact for the Customer Project Manager to ensure that project requirements are met and for reporting and resolution of all project issues.
- Assist the Customer Project Manager with administration of the project.
- Apply knowledge, tools, and techniques to project activities to ensure that Customer needs and expectations are met.
- Coordinate meetings, discussions, and delivery of needed materials between Customer and Ricoh.
- Manage the day-to-day activities of the Ricoh project team.
- Coordinate the assessment and delivery of Ricoh change control items.
- Escalate issues to the Customer Project Manager for resolution.

Deliverables: Present and review the SOW with Customer resources.
Present the Project Plan during the Planning Phase.

Checkpoints: The Customer Project Manager will review and sign off on the Project Plan/Timeline.
The Customer Project Manager will review the project documentation with the Ricoh Project Manager at regular intervals.

2. Discovery

Hidalgo County is currently utilizing a vertical specific web-based financial management and human resources software package called Alio. One specific process within Alio that has proved itself to become very inefficient has been the processing of purchase orders. Even though the workflow approval portion works well with the software, distribution has been very cumbersome and unreliable. The scope of the future state will take place within the Hidalgo County Purchasing Department.

2.1 Process 1 – Purchase Order

Workflow (Narrative and/or Diagrams/Swim Lanes)

Currently, the Hidalgo County purchasing department will produce a batch print file out of Alio once per day. This print file done manually and there is no consistency as to when it occurs each day. Once this multi P.O. batch file is printed to a local printer, the individual purchase orders are then manually routed accordingly to the various departments. This manual process has proven itself to be very unreliable and inconsistent. Currently the county runs an average of 150 – 250 purchase orders a day within each batch file.

Sample customer supplied documents:



Infrastructure (Narrative and/or Diagrams)

The current Alio system is web-based and all other processes of print and distribution are manual.

Issues/Challenges

- Manual output of purchase order batch files
- Manual distribution of purchase orders to various departments
- Inconsistent handling of documents
- Inconsistent storage of documents

We will need to identify:

- Basic stages and roles within the departmental workflow
- Existing processes and error handling
- Business challenges and opportunities for streamlining
- Document volumes and types (including gathering sample documents)
- User requirements and security policies
- Network infrastructure configurations

Completion of these informational surveys is primarily the responsibility of Customer and should be returned in a timely manner as agreed by Customer and Ricoh. A delay in receiving this information could delay subsequent phases of this project. Any information from these surveys which suggests

requirements outside the Project Scope in this SOW shall be addressed through the change control procedures defined in this document.

Deliverable: Ricoh will present a Discovery Document that will summarize Discovery findings, current technical environment, and business requirements.

Ricoh will present Change Orders (if applicable) to address any changes in scope requested by Customer as a result of discussions during the Discovery.

Checkpoint: Customer will sign off on the Discovery Document and approve start the Design Phase of the project.

3. Design

Ricoh and Customer project team members will jointly gather, develop, and finalize the technical requirements for the solution. These requirements will be translated into a Technical Design Document. Ricoh will also provide Change Orders for the addition of any previously unforeseen requirements and customization's not included when estimates provided prior to the completion of the Design phase were prepared.

Topics for Design Phase: ***Within the timeframe budgeted for this process Ricoh will:***

- Review and analyze the workflow, logistic, environmental, and technical requirements for this project.
- Validate the preliminary requirements and configurations defined in this SOW.
- Define any previously ambiguous or newly discovered requirements.
- Transcribe requirements into concise Design documents.
- Develop a preliminary, high-level implementation timeline (detailed schedule and Project Plan to be developed as part of Planning Phase).

The Design documents will include the following:

Deliverables: Flow chart or map of anticipated workflow
System configurations
Final budget estimate for the remainder of the project
Change Orders (if applicable, if final estimates are different than the estimates originally provided as part of this SOW)

Checkpoint: Customer will sign off on the Technical Design documents and approve commencing the Planning Phase of the project.

4. Planning

Once the Design document(s) has been approved, the Ricoh Project Manager will work with the Customer Project Manager and both project teams to create the Project Implementation Plan. The Ricoh Project Manager will work with the Customer Project Manager and both project teams to review the Project Implementation Plan/Timeline to address any schedule and resource constraints prior to proceeding with the Implementation Phase.

During the Planning Phase, the necessary hardware and software components, according to the specifications in the Design documents, will be ordered.

Deliverables: Ricoh will deliver Project Implementation Plan.
Ricoh will provide hardware and software quotes to place orders.

Checkpoint: The Customer Project Manager will review and sign off on the Project Implementation Plan.

5. Implementation

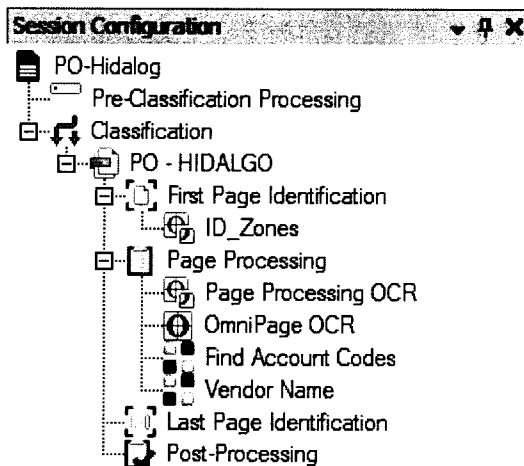
In this phase, Ricoh will install, configure, and test the solution as defined in the Design documents and approved by Customer, as follows:

Within the timeframe budgeted for this process Ricoh will install:

Laserfiche Avante

- File Server (Physical or Virtual) running 2012 R2, Joined to the customer's domain
 - Backup regimen to protect data
- Laserfiche Avante Software
 - Web Access
 - Workflow
 - Import Agent
 - WebLink – 10 user concurrent
 - Six (6) Name Licenses
 - one (1) year of M&S
- Install and license Laserfiche Avante server components
 - Forms 10.2
 - Workflow
 - Web Access
 - Version 10.2 using Full SQL
 - Quick fields Agent
 - Quick Fields
- Configure up to three (3) user groups
 - Admin
 - Edit
 - Read only
- Create a single repository for Documents to include the following
 - Create up to two (2) templates to include the following index fields
 1. Purchase Order
 1. PO Number – Populated by Quick Fields
 2. REQ – Populated by Quick Fields
 3. Address – Populated by Quick Fields

- 4. Ship To– Populated by Quick Fields
- 5. Contact Name– Populated by Quick Fields
- 6. Contract Number– Populated by Quick Fields
- 7. Site– Populated by Quick Fields
- 2. Supporting Docs
 - 1. PO Number – Populated by user
- Configure one (1) Quick Fields Session to include the following:
 - 1. PO - Hidalgo



PO - HIDALGO

Default document name:
PO %(PO Number)

Store documents in:
\\HIDALGO\POs To be Assigned\

Fields	Options
	%(Vendor) - %(VendorName)
REQ	%(REQ)
Address	%(Address)
Ship To	%(Ship to)
Contact Name	%(Contact)
Site	%(Site)
Contract Number	%(Contract Number)
Account Number	%(Find Account Codes)

- Create two (2) Workflows to include:
 - 1. Workflow 1 – PO Notification

2. Workflow 2 – Document Linking between PO and Supporting Docs

- Configure Laserfiche SnapShot, Office integration and shortcuts for Web Access on up to five (5) workstations Test all system components for functionality and interoperability using a test script developed and approved by Ricoh.

Product License Elements

Included:

- Laserfiche Avante Server (Full Microsoft SQL. Server provided by customer)
- Laserfiche Avante Quickfields
- Laserfiche Avante Zonal OCR
- Laserfiche Avante Web Distribution Portal
- (6) Laserfiche Avante Full Named Users

Optional:

- Laserfiche Avante Quickfields Agent

Deliverables: Ricoh will install, configure, and test all components according to the specifications in the Design documents.

Ricoh will provide preliminary system testing and demonstrate compliance with requirements from the Design documents.

Checkpoint: Demonstration of tested system components and Customer approval to begin training and User Acceptance Testing.

Once installation, configuration, and testing are complete, Customer will conduct the User Acceptance Testing (UAT) as discussed in the section below. If any training is required prior to the start of User Acceptance Testing, it will be identified in the Planning Phase and noted on the Project Plan.

Training and Documentation

In this phase, Ricoh will provide the following materials and training for Customer. This training will be provided to the users that will be participating in the UAT Phase to enable the Customer resources to complete the UAT. These individuals will be the users that will conduct the “Train the Trainer” sessions for all remaining users.

Within the timeframe budgeted for this process Ricoh will:

- One (1) imaging training session up to 2 (Two) hours

- This "Train the Trainer" session for up to four (4) people will include the basic operational procedures for using Laserfiche, including: scanning, indexing/validation, quality control, and basic troubleshooting.
- A solution-specific user guide will be delivered for scanner operators.
- One (1) content management end-user training session up to 4 (Four) hours
 - This "Train the Trainer" session for up to four (4) people will include the basic operational procedures for using Laserfiche, including: system overview, query, retrieval, and annotation techniques.
 - A solution-specific user guide will be delivered for Laserfiche users.
- One (1) administrative training session up to 4 (Four) hours
 - One (1) introductory training session and system structure knowledge-transfer will be conducted with network administrators or other assigned Customer staff for up to four (4) people.
 - System configuration documentation will be delivered to the technical administrators as reference for Laserfiche.

All training referenced in this section must be completed prior to UAT being completed. After UAT is complete, additional training or refresher sessions may be conducted on an as-needed basis for an additional cost to fees included in this SOW at Ricoh's standard hourly rates.

Deliverables: Ricoh will conduct "Train the Trainer" sessions for scanner operation. In addition to conducting an administrative overview for each product. Solution-specific documentation will be provided for each session.

Checkpoint: Delivery of the end-user training materials and training sessions, and delivery of system and administrative documentation and training to technical administrators. Customer's approval of training materials and activities.

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for Customer to test the entire solution from a functional standpoint in order to verify that all the features documented are working as specified in the Design documents. User Acceptance Testing is the primary responsibility of Customer. To achieve this, Customer will test the solution in a real-life environment either in or parallel to the current production environment for a period of 3 (Three) days. The UAT time period will begin directly after the Training and Documentation phase has completed. Customer is responsible for creating the UAT plan. Ricoh will provide support to Customer during the UAT period. UAT support for any new functionality or desired enhancements outside of the Design documents will be handled with the established change control procedure.

Testing should include:

- Running scanner(s) in a real-life environment
- Testing all user modules and interfaces in a real-life setting
- Observing server modules

All issues should first be reported to Customer's internal contact for analysis or escalation to the Ricoh Project Manager via the UAT Issue Log, which will be provided prior to the start of the UAT period. Ricoh will respond to all requests either onsite or offsite, as appropriate, to resolve any issues. After the period of 3 (Three) days, Ricoh will request signoff of the project

Ricoh will assist UAT as follows: **Within the timeframe budgeted for this process Ricoh will:**

- Support the administrator through the UAT process.
- Participate in test review meetings.
- Respond to the issues as reported on the UAT Issue Log.
- Evaluate incidents and assist in resolving any issues.
- Reconfigure and test any required system changes.
- Coordinate release of configuration changes into the test environment with the UAT team leader.
- Communicate any special user requests, system change requests, and scope change requests to the Ricoh Project Manager.

Deliverable: A working system, per the SOW, Design documents, and any subsequent Change Orders.

Checkpoint: Customer signoff on completion of User Acceptance Testing.

Production Rollout

After UAT is complete, the solution can be deployed to other departments and users. It is the responsibility of Customer to define objectives and scheduling for this rollout. It is recommended that rollout be conducted for one department at a time so that any unforeseen issues or departmental concerns can be addressed and managed appropriately.

As the new solution is deployed in the production environment, Ricoh can provide on-site or off-site support during the initial rollout period. This service may be provided after Project Acceptance has been approved by Customer and represents Ricoh's commitment to follow our projects through to successful completion

These services are available up to the duration established for this task. At Customer's request, this time can be exceeded on a billable basis by following the established change control procedures.

The services rendered during production rollout are:

Deliverable: A working system to each additional department per the SOW, Design documents, and any subsequent Change Orders.

Checkpoint: Customer signoff on completion of each additional department rollout.

6. Support

"Provided that Customer has current support coverage in place with the applicable third party software manufacturer ("Software Manufacturer") and paid the applicable maintenance fees, Ricoh shall provide Customer with the following technical support for the following software: Laserfiche ("Software"). Customer will place a call to the Ricoh Software Enterprise Support Center at 1-888-424-1573, any time from 8 am to 8 pm EST, Monday through Friday. There is no limit on the number of times Customer can call, and no other "per-call" or "per-minute" charges. Ricoh Software Enterprise Support Center will log the call and attempt to provide Level 1 Support (described below) over the phone. If onsite assistance is required, then Ricoh Software Enterprise Support Center will contact the local Ricoh Area team and notify them of the request. The local Ricoh Area team will contact Customer and dispatch an Analyst if applicable."

Level 1 Support: means services to resolve application and integration problems, e.g., assisting Customer staff with questions from users, operators and administrators. Specifically, Ricoh will use commercially reasonable efforts to identify and isolate the cause of Customer's request for support and attempt to resolve problems related to the Software prior to requesting Level 2 Support.

Level 2 Support: means that Ricoh will engage the Software Manufacturer to diagnose, analyze and troubleshoot and any reported problem with or relating to the Software.

Level 3 Support: means that Ricoh will engage the Software Manufacturer to examine and test the Software to determine if the Software is functioning and performing as designed.

Ricoh shall have no obligation to support: (i) Software modified without Ricoh's and/or the Software Manufacturer's consent, (ii) use of the Software other than in accordance with the end user license agreement between Customer and the Software Manufacturer or the Software's documentation, or (iii) Software installed on any computer hardware or used with any software not specified in the Software documentation or otherwise authorized by Ricoh and/or the Software Manufacturer in writing.

Software Maintenance Coverage

- New Version Updates to Software (labor not included for patches and upgrades)
- New Version Upgrades to Software (Labor not included for patches and upgrades)
- Patches to Software (Labor not included for patches and upgrades)

Software updates, upgrades and patches are only covered/available if Customer is current on their support. The software maintenance coverage described above will be renewed annually. Customer will be billed separately for annual maintenance costs associated with the third party software.

Not Covered by Annual Software Maintenance

- On-Site installation of Updates, Upgrades or Patches
- On-Site Service or Support

Ricoh strongly suggests a Block of Time (BOT) to be purchased to augment on-going support. On-going onsite support beyond the Support Services defined above will require a Ricoh Block of Time SOW at an additional cost to Customer.

Customer Roles and Responsibilities

Any successful project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

Project Manager

Customer will provide a designated Project Manager who will:

- Assist with the development of the overall Project Plan/Timeline and/or implementation schedule.
- Escalate issues to senior management for resolution.
- Conduct project meetings; and prepare meeting minutes and status reports as necessary.
- Assist with the change control procedure for those tasks that are outside the scope of the services defined in this SOW and the Design documents, including obtaining authorized signatures for Change Orders.
- Obtain the required authorized signoffs at the completion of the RICOH deliverables.

End User Representative

Customer will designate an End User Representatives who will

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Discovery, Design, and Implementation Phases of the project.
- Be available to answer questions or provide input during the project.

System Administrator

Customer will designate a System Administrator who will:

- Be the focal point for the day-to-day administration of the application.
- Work with the RICOH project team during the System Integration Test as necessary.
- Be available for training as specified in the Project Plan.
- Be available to provide application support as necessary.

Technical Support

Customer will designate a Technical Support person who will:

- Provide RICOH with system access and participate in the software installation.
- Provide RICOH with LAN access and participate in the PC workstation software configuration, if necessary.
- Execute appropriate backups of the development, test, and production environments.
- Ensure appropriate virus protection is enabled throughout the project.
- Provide ongoing technical support for the various software components.
- Be available for training as specified in the project plan.

Facility availability

Customer will also arrange the following:

- Provide a workspace for the RICOH project team with a telephone and the appropriate system access for installation, setup, and testing.

- Make available a meeting room with projector and white board (or flip chart) for the training sessions, if necessary.
- Order the necessary supplies as required during the project.

Customer General Responsibilities

If the project is to be successful, RICOH makes the following assumptions as general Customer obligations:

- Customer will provide a single point of contact for project coordination with RICOH.
- Customer signoff of each phase and milestone as requested before commencement of another phase or milestone.
- Customer will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Customer will provide any necessary passwords for network, domain, Internet, and server access to our technical resources.
- Customer will ensure the network is in proper working order in a stable environment.
- Customer will have all infrastructure components (switches, hubs, routers, etc.) installed and functioning prior to workstation installation.
- Customer will ensure all of the existing workstations are in proper working order in a stable environment.
- Customer will ensure any additional cable points required are in place and functioning as per manufacturer specifications.
- Customer will ensure purchase orders are issued in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase.
- Customer understands any hardware or software not available may delay the timetable for the project.
- Customer will inform RICOH if there is an equipment delay.
- Customer understands no configuration outside of the requirements for the product being installed will be performed.
- Customer will ensure hardware and software provided to RICOH that was not purchased from RICOH is free from defects and is in working order.
- Customer understands if hardware is defective, there may be a time delay while the equipment is replaced.
- Customer will provide the necessary power and access to power sources for all equipment during the installation.
- Customer will be responsible for configuration of all remote end user's personal computers outside of the designated home locations.
- Customer has performed a complete and verified backup prior to the start of any phase of the project.
- Customer will ensure accuracy of data/information supplied to RICOH.
- Customer understands that RICOH relies on immediate clarification and resolution regarding the integrity of data/information supplied to RICOH.

- Customer will manage the demands of other business endeavors at the implementation site(s).
- Customer will provide a list of key resources for areas affected by the project to the RICOH Project Manager prior to the project kickoff, including: Name, Title, Responsibility, Phone, and E-mail wherever possible.
- Customer will provide any and all training not listed in this SOW to the end users.

Customer may request that RICOH assist with the completion of any of the above-mentioned responsibilities; however, the Professional Services hours necessary to complete such tasks have not been accounted for within this SOW.

Customer Technical Responsibilities

If the **Laserfiche EDM Implementation** is to be successful, Customer must make the following technical commitments:

- Customer will provide Customer workstations meeting or exceeding the currently published requirements on the manufacturer's website.
- Customer will provide UTP patch cords for all newly installed equipment.
- Customer will input all appropriate fields into their AD for synching.
- Customer will ensure the Email Gateway is properly configured and operational.
- Customer understands for GAL/LDAP/MAPI access, all search base information must be provided.
- Customer will provide reserved IP addresses, whether static or using DHCP, for network devices installed as part of the solution.
- Customer will indicate what fields need to be included before sending or receiving a fax.

Customer may request that RICOH assist with the completion of any of the above-mentioned tasks; however, the Professional Services hours necessary to complete such tasks have not been accounted for within this SOW.

Other Customer Responsibilities

The successful completion of the Project depends on the full cooperation and participation of Customer. Ricoh's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data, the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities under this SOW. Delays, inaccuracies or omission in the performance of Customer's responsibilities may (i) delay the completion of the Project, (ii) in Ricoh's discretion, result in charges equal to the full payment for all goods and services delivered or committed for delivery by Ricoh on behalf of Customer, and/or (iii) result in additional charges pursuant to the change order provisions of this SOW. Customer shall be responsible for and agrees to:

- Provide RICOH with access to, and agree that RICOH may rely upon the accuracy, timeliness and completion of, all necessary internal Customer data, including but not limited to reports, current analysis documents and other information Customer supplies as needed to define technical requirements (if applicable).
- At no charge to RICOH, provide RICOH with such access to its facilities, networks, software and systems as may be reasonably necessary for RICOH to perform the Services. Where RICOH requires on-line or remote access to Customer's systems in order to provide the Services,

Customer shall provide appropriate communication software and/or establish dedicated connections with RICOH. Customer agrees that if access to Customer's systems requires a separate agreement, such agreement is subject to the limits of liability of this SOW.

- Assign a dedicated internal project manager with full decision making authority, and to coordinate and make reasonably available its technical personnel, managers and other employees necessary to facilitate RICOH's performance of the Services.
- Fully cooperate and ensure that all "responsibilities", "requirements" or "assumptions" set forth in the SOW have been satisfied.
- Define its own business objectives and requirements relevant to the Services.
- Timely meet any deadlines for actions or decisions, including the review and acceptance all deliverables.
- Provide all training for its users with respect to the Services except as specifically provided by RICOH herein.
- If this SOW is dependent upon the availability of certain hardware, software, data or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.
- Obtain all "Required Consents" that are necessary for RICOH's performance of the Services. A "Required Consent" means any consent, license, permit or approval required to give RICOH the right or license to access, use and/or modify the hardware, software, firmware and other products owned or used by Customer, without infringing the ownership or license rights (including patent and copyright) of the third party providers or owners of such products.
- Not use the Services for any unlawful purpose. Without limiting the foregoing, Customer shall not use the Services to (i) invade another person's privacy; post, transmit or disseminate material that is obscene, profane, pornographic, abusive, defamatory or otherwise offensive or objectionable, (ii) achieve unauthorized access to any computer systems, software, data, or any confidential or proprietary material of any other person, without the knowledge and consent of such person, (iii) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, without obtaining permission of the copyright owner or right holder, or (iv) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of any Service or the Internet, including, without limitation, posting or transmitting any information or software that contains a virus or other harmful or debilitating feature.
- Be solely responsible for the selection of the Services and deliverables that meet its needs. Customer is solely responsible for the results obtained from the use of the Services and deliverables, including Customer's decision to implement any recommendation concerning Customer's business practices and operations. RICOH is not responsible for performing Customer's regulatory or management obligations; is not responsible for determining the requirements of laws applicable to Customer's business, including those relating to Services that Customer acquires under this SOW; and is not responsible for determining that RICOH's provision of particular Services meets the requirements of such laws.
- Be solely responsible for (i) the selection and implementation of procedures and controls regarding access, security, virus protection, encryption, use and transmission of data, (ii) any data and databases entailed in the Services or any deliverable, and (iii) backup and recovery of any database and any stored data to prevent data loss due to any cause.

Completion Criteria

When the Services detailed in this SOW have been completed and demonstrated, the Project will be considered complete and Ricoh will request Customer signoff. Customer agrees to sign the Solutions Delivery and Acceptance document in a timely manner. Notwithstanding the foregoing, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services described in this SOW.
- This SOW is terminated in accordance with Section 2 of the Terms and Conditions. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

Change Control

Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Order must be signed by both parties to authorize the implementation of the changes.

Project Assumptions

To execute the Project successfully, several key assumptions have been made. Any change in these assumptions may result in a change in scope, which will be addressed through the Change Control process, and may result in additional charges and/or delay of the completion of the Project.

- All services will be delivered remotely by Ricoh's technical resources. If Ricoh has determined that certain services must be delivered at the Customer's location(s), the travel and other related expenses for these services have been incorporated in the pricing of this SOW. If, in the course of delivering the services, Ricoh determines that remote delivery will not be possible due to limitations in the Customer's environment, or if Customer requires that services be delivered at the Customer location(s) due to Customer's preference, a change order will be initiated to address such on-site delivery and will be priced separately.
- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will not be able to start work until after this SOW has been signed and a Purchase Order received. Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.
- While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Services provided outside of Ricoh standard business times and hours will be considered out of scope and will be handled as a change order at standard overtime rates if Customer requests it.
- Ricoh has included Services for documentation based on Ricoh's standard RMF methodology. Ricoh has based the documentation Services on the use of Ricoh templates and standard content typically delivered by Ricoh in an EDM Implementation Project.
- Workstations utilizing this solution will have Internet connectivity and meet or exceed requirements.
- Any additional detail uncovered in the discovery phase may have not been accounted for in this document and would be subject to a change order (as the scope of work may change).
- Existing third-party document capture software maintenance, upgrades, and licensing are excluded from this project.
- Scanned document file types are limited to single and multipage TIFF.
- The customer will be providing ready-to-use SMTP and Microsoft SQL Server environments meeting or exceeding recommendations for Application Software (See section 5.1 below "Server Requirements")
- Number of Templates (Document types) is limited to 2 and up to 7 Fields per Template / Document type

- The scope of this project limited to 6 Users, 2 Departments, up to 3 Groups, to include Read Only, Edit and Full Control for each department
- Number of Ricoh configured saved searches is limited to 2
- Number of Ricoh configured scanner using Basic / Standard Scanning is limited to 0
- Number of Ricoh installed Laserfiche Workstation Utilities (Snapshot & Office ONLY) is limited to 5
- Intergration testing hours is limited to 4
- Number of Quick Fields Session is limited to 1
- Number of Quick Fields Workstations is limited to 1
- Number of Web Access installations is limited to 1 server(s)
- Number of Web Link installations is limited to 1 server(s) and 10 users
- Number of custom Web Link custom search configurations is limited to 2
- Number of Import Agent folder configurations is limited to 1
- Number of Laserfiche workflow is limited to 2 workflows with up to 30 activities per workflow
- Laserfiche Forms is not included in Project
- PO Information is available in a customer maintained SQL database

Professional Services Fees

On time and materials engagements, if an estimated total amount is stated in the SOW, that amount is solely a good faith estimate for Customer's budgeting purposes and Ricoh's resource scheduling purposes, and not a guarantee that the Services will be completed for that amount; the actual time or fees may be higher or lower.

This is a Time and Materials engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total Fees for this Project is estimated to be (\$15,958.00) ("Fees") not including hardware, software, sales tax, or hardware/software technical support. It is understood that the services are an estimate and may be exceeded by 10% without additional approval. Ricoh requires a Purchase Order for the full estimate to initiate the project.

This estimate is based upon the experience of Ricoh and is our best effort at being as accurate as possible. There could be circumstances that affect this estimate, and the Customer will only be billed for actual work done as well as any travel and expenses. Travel expenses, if quoted, are estimated, and may exceed estimated amount. This estimate does not include taxes or miscellaneous expenses.

If Ricoh will exceed the project price by more than 10%, an authorized Change Order will be submitted to the Customer for approval. Any and all changes to this SOW and/or to the scope of the tasks required to complete this project will require a Change Order. Ricoh cannot perform work outside of the scope of this SOW without an authorized Change Order signed by the Customer.

This estimate is valid for a period of 30 days from the date it was prepared as stated in the cover page of this SOW.

Payment Schedule

Payment for services rendered due upon submission of invoice by Ricoh. Ricoh will submit invoices on a monthly basis and/or at the completion of the project (whichever comes first).

Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh).

Budget Notes

- All costs are exclusive of applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Ricoh Professional Services – Time and Materials Services Estimate

HRS	Description	State Price	Extension
79	Install Laserfiche document management solution	202.00	\$15,958.00

Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions:

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.

3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services, as determine in Ricoh's reasonable discretion. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses; Export Compliance.

a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in connection with the Services ("Contract Property"). RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for RICOH or third party software shall be as provided in subsection (b), below.

b. Software Licenses. All RICOH and/or third party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. Export Compliance. Customer shall indemnify, defend and hold harmless RICOH and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of

any law or regulation relating to export and re-export control (collectively, "Export Laws") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on RICOH's behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non-Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well

as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto.

b. Non-Solicitation. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.

6. General. This SOW represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the State of New Jersey, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

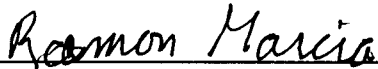
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

RICOH PRELIMINARY REVIEW

JTezak <small>Digitally signed by JTezak Date: 2017.10.20 09:22:10 -05'00'</small>		
Preliminary Review Signature - Approval (Branch Management – SrMoD)	Name and Title	Date

CUSTOMER ACCEPTANCE

	Ramon Garcia County Judge	11/29/17
Authorized Signature	Name and Title	Date

RICOH ACCEPTANCE

Authorized Signature (MI, SrMoD, MVP or Higher)	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

11/28/17 ms

Appendix

ADD SOFTWARE INFORMATION / SPECIFICATIONS / BROCHURES

Supporting Files Attached

3.1 Server Requirements

Laserfiche Server 10 Recommended Requirements

- **CPU:** Intel Core 2 Duo or Athlon Phenom or more recent dual-core processor (at least 1.8 GHz); a 64-bit CP is required and the operating system must be an x64 version
 - If the Laserfiche Server and Laserfiche Full-Text Indexing and Search Service will be installed on the same computer, a quad core CPU is recommended.
- **Memory:** 4 GB RAM
 - If the Laserfiche Server and Laserfiche Full-Text Indexing and Search Service will be installed on the same computer, 12 GB of RAM is recommended.
- **Operating system:** Windows Server 2008 or later
- **Database engine:** Microsoft SQL Server 2005 (Service Pack 4), Microsoft SQL Server 2008 (Service Pack 1), Microsoft SQL Server 2008 R2, Microsoft SQL Server 2012, Oracle 11g (11.1.0.6+), Oracle 12c
- **Web Server:** IIS 7 or higher (required for Audit Trail Web Reporting only)
- **Browser (Laserfiche Audit Trail Web Reporting):** Internet Explorer 7 or later, Microsoft Edge, Firefox, Chrome, or Safari

Laserfiche Full-Text Indexing and Search Service recommended specifications:

The following specifications assume that Laserfiche Full-Text Indexing and Search Service has been installed on a dedicated machine. If it is installed on the same computer as the Laserfiche Server, see the applicable notes under Laserfiche Server recommended specifications, above.

- **CPU:** Intel Core 2 Duo or Athlon Phenom or more recent dual-core processor (at least 1.8 GHz); a 64-bit CP is required and the operating system must be an x64 version
- **Memory:** 8 GB RAM
- **Operating system:** Windows Server 2008 or later

Laserfiche Client 10 Recommended Requirements

- Operating System: Windows Vista, Windows 7 or Windows 8

Recommended requirements for Laserfiche Client:

- **CPU:** Intel Pentium 4, Opteron, or Athlon 64, or more recent processor (at least 2.4 GHz)
- **Memory:** 1 GB RAM or more
- **Operating system:** Windows Vista, Windows 7, Windows 8, Windows 8.1, or Windows 10
- **Web browser:** Internet Explorer 8 or later

Recommended requirements for Laserfiche Client with Laserfiche Scanning:

- **CPU:** Intel Pentium 4, Opteron, or Athlon 64, or more recent processor (at least 2.4 GHz)

- **Memory:** 2 GB RAM or more
- **Operating system:** Windows Vista, Windows 7, Windows 8, Windows 8.1, or Windows 10
- **Web browser:** Internet Explorer 8 or later

Recommended requirements for Laserfiche Client when performing OCR:

- **CPU:** Intel Core 2 Duo or Athlon Phenom or more recent dual-core processor (at least 2.8 GHz)
- **Memory:** 2 GB RAM or more

Office Integration Requirements

Microsoft Office 2007, Microsoft Office 2010, Microsoft Office 2010 x64, or Microsoft Office 2013

Laserfiche Workflow System Recommendations

- **Operating system:** Windows Server 2008 SP2 or later
- **CPU:** 2, 4, 6, or 8-core CPU, based on need
- **Memory:** 4GB RAM or more
- **Web browser:** Internet Explorer 8 or higher, Microsoft Edge, Firefox, Chrome, or Safari
- **Additional requirements:** IIS 7 or higher; administrative privileges on the source computer; additional configuration may be required when the Laserfiche Server must communicate across a firewall

3.2 PMO Quote

No Custom PMO Quote Required

3.3 Customization Request Form

No Customization required

3.4 Components & Licensing

Option #1 No Quickfields Agent

16 A. AI-62696 Requesting acceptance and approval of Advance Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for FM 494 from FM 676 (Mile 5) to SH 107 (CSJ #0864-01-068) with authority for the County Judge to sign all required documentation
OK
need original for signature

17. Budget & Management: *Sergio*

A. AI-62672 TXDOT Receivables (1315):
OK Authority for the County Executive Officer to sign TXDOT Form ROW-N-20AB Tabulation of Cost, as necessary, for all qualifying reimbursement requests associated with the following TXDOT road projects:
1. Pct 1 Mile 6 West CSJ#0921-02-168 (program 121-039)

B. Budget Appropriations:

1. AI-62658 Pct 3- Veterans Blvd (1200):
Ma A. Approval of certification of revenues as certified by the County Auditor for revenues received from the City of Palmview for the road improvement to Veterans Blvd.
B. Approval of 2017 appropriation of funds into Pct 3-Veterans Blvd in the amount of \$1,274,089.60.

18. Purchasing Department - Notes: *Marty*
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

OK AI-62633 1. Requesting approval to execute the US Communities software financing agreement through Ricoh, for a Laserfiche software solution in the monthly payment amount of \$2,341.28 for 36 months.
2. Requesting approval to accept the electronic signature of the Purchasing Agent on the purchase order as the sole signature while remaining compliant with procurement statutes.

B. Hidalgo County

OK 1. AI-62678 Presentation of bids received from responsible vendors submitting the lowest and best bids for the purpose of the purpose of multiple awards and approval of contracts for the Request for Bids titled: Hidalgo County-"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies" through project No.:2017-122-08-30-SMA.

(3) Miller Uniforms
Don Wardis
Public Sp. and Safety
and
Wardis LLC

C. Pct. 1

OK 1. AI-62666 Acceptance and approval of proposal received and authority to purchase for the Hidalgo County Precinct No. 1 from The Grasshopper (Morigde Mfg. Inc.) - authorized dealer H & H Outdoor Power Equipment awarded vendor [thru our membership/participation with Buy Board contract #529-17], for the following: