



Pricing Proposal

Quotation #:	18550624
Description:	SeeClickFix - 80
Created On:	Mar-03-2020
Valid Until:	Jun-30-2020

HIDALGO COUNTY

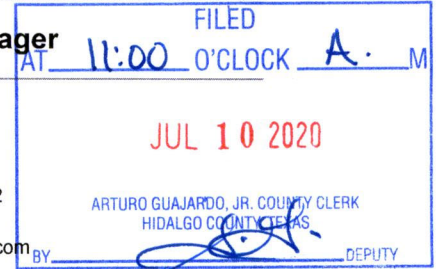
Leo Gonzales

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Inside Account Manager

Jonathan Gaudet

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 Email: Jonathan_Gaudet@shi.com



[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Retail	Your Price	Total
1 SeeClickFix Annual SeeClickFix, Inc. Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Please see below for additional details	80	\$1,000.00	\$271.80	\$21,744.00
2 SeeClickFix Account Configuration SeeClickFix, Inc. Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$1,857.00	\$1,782.70	\$1,782.70
3 SeeClickFix Training SeeClickFix, Inc. Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$1,857.00	\$1,782.70	\$1,782.70
			Total	\$25,309.40

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Prepared for:

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Prepared by:

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7853231507

Issue Date:

3/3/2020

Pricing Expires:

7/30/2020

Product	Qty	Retail	Client's Price	Total
SeeClickFix Annual* SeeClickFix, Inc. Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Please see below for additional details	80	\$1,000.00	\$271.80	\$21,744.00
2 SeeClickFix Account Configuration SeeClickFix, Inc. Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02		\$1,857.00	\$1,782.70	\$1,782.70
3 SeeClickFix Training SeeClickFix, Inc. Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02		\$1,857.00	\$1,782.70	\$1,782.70
Total Payment to SHI				\$25,309.40

*Annual Fee is subject to 5% annual technology uplift in subsequent renewal years, starting with the second renewal year.

Initial Total payment covers a period beginning at signing and continuing for 1 year from signing and shall be invoiced on or about the date of mutual execution.

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: <https://legal.seeclickfix.com/terms-and-conditions-cp/>

With the exceptions of Sections G(1) and G(2), in which the language therein shall be amended to:

Section G(1): The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a Party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to alternative dispute resolution. Each Party specifically agrees and acknowledges that this Section G is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section G. Each Party warrants and represents to the other party that this Section G is valid and enforceable and the other party will incur damages if such representation is false.

Section G(2): The laws of United States and the State of Texas shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of Texas and federal courts located in the State of Texas.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By: Richard F. Cortez

By: Amy Vikander

Name: Richard F. Cortez

Name: Amy Vikander

Title: County Judge

Title: Vice President of Client Services

Date: 7/9/20

Date: 7/8/2020

APPROVED BY
COMMISSIONERS COURT
ON: 6/23/20 jrb

(con't signature page)

SERVICE AGREEMENT

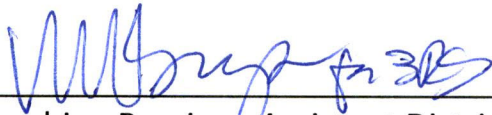
Company's Name: SeeClickFix/Civic Plus

Department: Hidalgo County IT Department

AI-76146 Approved on CC on 06/23/20

APPROVED AS TO FORM:

Office of the Hidalgo County Criminal District Attorney

By: 
Josephine Ramirez, Assistant District Attorney
Civil Litigation Division

ATTEST:

By: 
Arturo Guajardo, County Clerk



C-20-300-06-23 - Request Management Software



The English language version of the Terms and Conditions is the authoritative version of the terms. The machine translation is provided for the convenience of the user. Any discrepancy between different language versions should be resolved with the English language version being correct.

Select Language ▼

CivicPlus Terms and Conditions, SeeClickFix Services

These Terms and Conditions, inclusive of the Scope of Work ("the SOW") to which they are inextricably linked (collectively referred to as this "Agreement"), will apply as of the Effective Date (the date of signature specified in the SOW) to the customer signing the SOW ("Customer") in relation to CivicPlus, LLC a Kansas limited liability company, located at 302 S 4th Street, Manhattan, KS 66502 ("CivicPlus") (individually referred to as "Party" and collectively the "Parties"). WHEREAS, the Customer desires that CivicPlus provide certain software services as described in the SOW. WHEREAS, CivicPlus desires to deliver such software services under these terms and conditions.

• A. Term and Termination

1. CivicPlus and the Customer will implement the SeeClickFix services described in the SOW (the "Services") as soon as reasonable. These Terms and Conditions will apply throughout the SOW-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year (the "Term"), and shall include changes to these Terms and Conditions which may be enacted by CivicPlus alone. Should either Party decide not to extend the term, such Party must notify, in writing, the other Party at least 90 days prior to the end of the current
2. Termination for Cause. If either Party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting Party may, by giving written notice to the other Party, terminate all services as of the date specified in such notice of termination.
3. Upon termination of this Agreement, the licenses granted to Customer by Section D.3, below, will terminate; customer shall cease all use of the CivicPlus Material and the Services listed in the SOW.
4. The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A(4), D, E, G and H (except H.4).

• B. Invoicing and Payment Terms

1. Invoices for the Services will be sent electronically to the individual/entity designated in the SOW and Contact Sheet provided to Customer, which is to be filled out and submitted by Customer. Customer shall provide accurate, current and complete information of Customer's legal name, address, email address, and phone number, and maintain and promptly update this information if it should change. CivicPlus will email all invoices to the email address designated in the Contact Sheet. Upon request CivicPlus will mail invoices, and Customer will be charged a \$5.00 convenience fee.
2. Payment is due 30 days from date of invoice. Unless otherwise permitted by law, a finance charge of 1.5% per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
3. If Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, annual hosting services will be discontinued and the Customer's Services will no longer be active until the Customer's account is made current. Customer will be given 30 days' notice prior to discontinuation of the Services for non-payment.
4. CivicPlus passes through sales tax in those jurisdictions where such tax is required. If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owned by Customer under this Agreement will not be taxed. If the Customer's state taxation laws change, the Customer will begin to be charged sales tax in

accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Customer for past due taxes.

- **C. Services of CivicPlus**

1. CivicPlus will provide, on a hosted, software-as-a-service basis, access to the Services described in the SOW, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos ("User Content"). While the content of users of the Software is governed by CivicPlus's published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to edit User Content. Although CivicPlus may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.
2. *Service Uptime.* CivicPlus shall use all reasonable commercial efforts to ensure that the Service is available 99.9% of the time in any three month period (excluding scheduled maintenance).

- **D. Ownership**

1. CivicPlus shall be the sole and exclusive owner of any and all software, materials or other original works created by or licensed to CivicPlus prior to the execution of the SOW ("CivicPlus Materials"), including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under U.S.C. Title 17 and Title 35, respectively) by whomever developed or created them. No ownership of any CivicPlus Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the Customer. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.
2. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Materials in any way; (ii) modify or make derivative works based upon any CivicPlus Materials; (iii) create internet "links" to the CivicPlus Materials or the Software or "frame" or "mirror" the administrative access to the CivicPlus Materials on any other server or wireless internet-based device; or (iv) reverse engineer or access any CivicPlus Materials in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Materials, or (c) copy any ideas, features, functions or graphics of any CivicPlus Materials.
3. Provided Customer complied with the terms and conditions herein, the SOW, the Terms of Use and Privacy Policy and the license restrictions set forth in Section D.2, CivicPlus hereby grants Customer a limited nontransferable, nonexclusive, license to access and use the CivicPlus Materials associated with any valid and effective SOW, for the Term of the SOW.

- **E. Exclusions of Warranties and Limitations of Liability**

1. CIVICPLUS MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CUSTOMER, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SOFTWARE, CIVICPLUS MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER CIVICPLUS NOR THE CUSTOMER SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY CIVICPLUS FROM THE CUSTOMER FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR \$5,000 WHICHEVER IS LESS.
2. CivicPlus will not be liable for any act, omission, negligence or defect in the quality of service of any underlying carrier, licensor or other third party service provider whose facilities or services are used in furnishing any portion of the Services received by the Customer.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf.

- **F. Customer's Responsibilities**

1. CivicPlus will provide the Services and manage the Customer data and content in compliance with the SeeClickFix Data Retention Policy and Terms of Use. Customer understands and agrees that it has sole discretion over the solicitation, collection, storage or other use of end-users' personally identifiable information, including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end user personally identifiable information. Customer further understands and agrees that Customer is solely responsible for the use or storage of end-users' personally identifiable information in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of personally identifiable information.
2. To the extent it may apply to any of the Services or deliverables of the SOW, user logins are for designated individuals chosen by Customer ("Users") and cannot be shared or used by more than one User. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under Customer's account. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any User's password or username and/or personal information.
3. Customer shall comply with all applicable local, state, and federal laws, ordinances, regulations, and conventions in connection with its use of the Services or any CivicPlus Materials.

• **G. Arbitration, Governing Law and Venue**

1. The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a Party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either Party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each Party specifically agrees and acknowledges that this Section G is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section G. Each Party warrants and represents to the other party that this Section G is valid and enforceable and the other party will incur damages if such representation is false.
2. The laws of United States and the State of Kansas shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of Kansas and federal courts located in the State of Kansas.

• **H. General**

1. Independent Contractor Relationship. CivicPlus is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the Parties. Neither Party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.
2. Force Majeure. No Party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is due to any cause beyond the control of such Party, including without limitation, catastrophic storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause beyond the control of the non-performing Party.
3. Any notice to be given hereunder to any other Party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to CivicPlus: CivicPlus, LLC, Attn: Contract Administrator to accounting@civicplus.com, with an email response confirming receipt by CivicPlus. If to Customer: as addressed in the SOW. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

4. The Parties agree that the Parties may reference the other Party as a client or vendor, including using the Customer name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the CivicPlus Software or its features will be accompanied by a reference that it is provided by CivicPlus.
5. Amendment or Waiver. No amendment or modification of these Terms and Conditions by the Customer shall be valid, unless in writing and signed by both Parties.
6. Headings and Captions. The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof.
7. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the Parties' original intent.
8. The Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.
9. Entire Contract. These Terms and Conditions, inclusive of the SOW to which they are inextricably linked, the published Terms of Use and Privacy Policy constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other contracts and communications, oral or written, between the Parties regarding such subject matter.
10. CivicPlus may assign these Terms and Conditions, and then notify the Customer within 30 days thereof.
11. Authorized Signor. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.