



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 29

DATE: 11/5/2024

SUBJECT: RFP NO. F2024155 - ANNUAL CONTRACT FOR APPIAN PROFESSIONAL SERVICES - INFORMATION TECHNOLOGY - PERFICIENT, INC. - PER CONTRACT TERMS

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024155, Annual Contract for Appian Professional Services, for Information Technology, to Perficient, Inc. at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Five hundred seventy-three (573) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on June 26, 2024, was attended by four (4) vendors as well as representatives from Information Technology and Purchasing. Two (2) proposals were received.

Proposals were evaluated by Information Technology and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

SMART IT PROS, INC was deemed non-responsive for failure to provide all submittal requirements necessary for evaluation, including a response that addresses the requirements and scope of work.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in no reduction to the hourly rates.

The proposal received from Perficient, Inc. meets all specifications and is acceptable to Information Technology.

The term of the contract is twelve (12) months, effective November 5, 2024, with two (2) options for renewal periods of twelve (12) months each.

The Appian platform is software that automates and optimizes business processes. Related professional services are for ongoing software support and enhancements for the platform, benefitting multiple County departments.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 11/5/2024 PAGE 2 OF 29

Therefore, is the joint recommendation of Information Technology and Purchasing that RFP No. F2024155, Annual Contract for Appian Professional Services, be awarded to Perficient, Inc. at the per contract terms.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Services are provided on an as-needed basis according to set hourly rates as detailed in the contract. Funding is available in account 10000-2025 General Fund/1810410000 Application Develop/Support/569011 Professional Services.

RFP No. F2024155 Annual Contract for Appian Professional Services

		Award	
		Perficient, Inc. St. Louis, MO HUB - No CO-OP - Yes	Tech Tammina LLC Chantilly, VA HUB - Yes
Evaluation Criteria	Max Points	Score	Score
Qualifications	300	279.33	110.00
Experience Providing Services Desired	300	266.67	95.00
References	50	17.00	13.60
Price	350	179.55	350.00
Total Score	1000	742.55	568.60

Notes: SMART IT PROS, INC was deemed non-responsive for failure to provide all submittal requirements necessary for evaluation, including a response that addresses the requirements and the scope of work.



INFORMATION TECHNOLOGY

8/27/2024

Chief Information
Officer
André Mendes

Executive Assistant
to CIO
Cecilia Webb

Deputy CIO
Russell Scott

Chief Information Security
Officer

Project Portfolio
Management Office
Director
Adepeju Ajunwon

IT Service Delivery
Director
Carolyn J. Bogan

Network & Data
Center Infrastructure
Director
Anthony Jackson

Business Application
Development & Support
Director
Michael Webb

SAP
Director

Brad Richards
Senior Buyer
100 E. Weatherford Street, Suite 303
Fort Worth, Texas 76196

Re: RFP F2024155, Annual Contract for Appian Professional Services

Dear Mr. Richards:

Based on the information provided in the responses, Tarrant County Information Technology Department recommends award of RFP F2024155 to Perficient, LLC.

Very sincerely,

A handwritten signature in black ink that reads "Michael Webb".

Mike Webb
Business Application Development & Support Director

*Our vision is to be the best IT
organization in state and
local government within the
United States.*

200 Taylor Street
Fort Worth, TX 76196

Phone: 817.884.3888
Fax: 817.212.3060

www.tarrantcountytx.gov

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into as of November 1, 2024 (“Effective Date”) by and between Perficient, Inc. a Delaware corporation, with its principal place of business at 555 Maryville University Drive, Suite 600, St. Louis, Missouri 63141 (“Perficient”), and the entity identified below (“County) (each a “Party”, and collectively the “Parties”).

County Information:		Contact Information:	
County Name:	Tarrant County	County Contact Name:	Michael Webb
Headquarters Address:	100 E. Weatherford St, Fort Worth, TX 76196	County Contact Email:	mawebb2@tarrantcountytx.gov
State of Formation:	Texas	Perficient Contact Name:	
Phone Number:	817-212-7454	Perficient Contact Email	

1 BACKGROUND

Perficient and County desire to set forth in this Agreement, the terms and conditions that will govern current engagements of Perficient by County to provide to County certain services such as, without limitation, computer programming, software design and development, installation, consulting, training, deployment, implementation, digital marketing and/or other services (collectively, “Services”). Additional terms applicable to specific types of Services may be set forth in supplemental documents (each referred to as an “Addendum”).

2 DEFINITIONS

In this Agreement the following terms shall have the following meanings:

2.1 “Addendum” has the meaning ascribed to that term in Section 1.

2.2 “Affiliate” shall mean an entity that directly or indirectly controls, is controlled by, or is under common control with either Party. For purposes of the foregoing, ‘control’ means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors of the company, or (ii) greater than fifty percent (50%) of the ownership interests in the company.

2.3 “Change Request” means a written request to make a substantive change to a Statement of Work (“SOW”).

2.4 “County Equipment” means County’s computer hardware, peripheral, and other tangible equipment involved in the performance of Services. Perficient must be informed of all changes in County Equipment during the performance of a SOW, including but not limited to installation and removal of County Equipment. As between Perficient and County, the parties acknowledge and agree that all County Equipment is owned by County.

2.5 “County Materials” means all software, data, documentation, and other information provided to Perficient by, or on behalf of, County.

2.6 “County Responsibilities” has the meaning ascribed to that term in Section 5.1.

2.7 “Deliverable” or “Deliverables” means all works-of-authorship delivered by Perficient to County including, without limitation, materials, software, software modifications, software

customizations, specifications, documentation, plans, project descriptions, drawings, sketches, models, layouts, technical and business information, data, translations, schematics, images, and pictorial, and graphic works to the extent set forth in the scope and specifications of a SOW. Where Deliverables contain any Pre-Existing Materials or Knowledge Capital of Perficient, County shall only have a right to such materials as set forth in Sections 6.2, 6.3 and 6.4.

2.8 “Designer Tools” means all design tools developed and/or utilized by Perficient in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts, such as website design, architecture, layout, navigational and functional elements.

2.9 “Documentation” means such instructions, notes and/or other documents or specifications, in printed or electronic format, included with a Deliverable.

2.10 “Final Deliverables” means the final versions of Deliverables provided by Perficient and accepted by County.

2.11 “Indefinite Assignment” means a job assignment in a single location that is realistically expected to last for more than one year, whether or not it actually lasts for more than one year.

2.12 “Laws” has the meaning ascribed to that term in Section 14.1.

2.13 “Pre-Existing Materials” means Designer Tools and any and all technology created or developed by Perficient prior to this Agreement or outside of the scope and specifications of a SOW under this Agreement and without the use of County’s Confidential Information, including without limitation the following: (i) copyrightable or copyrighted material, any translation (including translation into other computer languages), portation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work might be recast, transformed or adapted; (ii) patentable or patented material and any improvement thereon; (iii) material which is protected by trade secret and derived from such existing trade secret material, including material which may be protected by copyright, patent and/or trade secret; and (iv) any documentation relating to or therefrom.

2.14 "Services" has the meaning ascribed to that term in Section 1.

2.15 "Space" means any portion of County's premises assigned or otherwise made available to Perficient in connection with the performance of Services or placement of County Equipment.

2.16 "Statement of Work" or "SOW" has the meaning ascribed to that term in Section 3.1.

2.17 "Temporary Assignment" means a job assignment in a single location that is realistically expected to last (and does in fact last) for one year or less.

2.18 "Third Party Materials" means proprietary third party materials which are incorporated into the Deliverables, including without limitation stock photography, illustration and fonts, which County has licensed from Perficient or a third party pursuant to a separate license agreement.

2.19 "Update" means a set of procedures or new program code that Perficient or any third-party implements to fix bugs or other errors, and which might include modifications to improve performance or revisions to versions or releases of Third Party Materials which might incidentally improve its functionality, or additions or corrections to Documentation.

2.20 "Work Product" shall have the same meaning as Deliverable(s).

3 GENERAL PROVISIONS OF SERVICES

3.1 Statements of Work. From time to time during the term of this Agreement, County may engage Perficient to provide Services, and Perficient may accept such engagement. Any such engagement shall be made only by a written statement of work executed by authorized representatives of each Party (each such executed statement of work shall be referred to herein as a "Statement of Work" or "SOW"). Each SOW shall describe the specific Deliverables, allocate responsibilities with respect to the Services to be provided, identify a proposed delivery schedule, and establish the rates to be charged for such Services. Perficient agrees to use commercially reasonable efforts to provide the Services described in each Statement of Work, on, and subject to, the terms and conditions of such Statement of Work.

3.2 Changes to Statement of Work. If either County or Perficient believe that a change to a Statement of Work is necessary or desirable, then, such Party will submit a fully completed and signed written Change Request to the other. If a Change Request is agreeable to both County and Perficient, then each of them shall sign such Change Request and the applicable Statement of Work shall be considered amended by such signed Change Request. Neither Party shall be obligated to agree to any Change Request. Accordingly, absent the execution of such a Change Request by both Parties, no Change Request will be binding on either Party and the Parties to the applicable Statement of Work will proceed to fulfill their obligations under each such Statement of Work absent the Change Request. The Parties may also amend a Statement of Work in accordance with Section 13.17.

3.3 Incorporation of this Agreement. Except to the extent expressly stated otherwise in a Statement of Work or in this Agreement, this Agreement shall be deemed to be incorporated into each Statement of Work. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of a Statement of Work (absent this Agreement), the terms and conditions of the applicable Statement of Work shall control only when such conflict is specifically stated.

3.4 Assignment of Personnel. Perficient reserves the right to select and assign personnel for work under this Agreement based on the skill classifications required and available personnel resources. If the County reasonably determines that a Perficient personnel is unable to perform the required Services and notifies Perficient of such in writing, Perficient will remove such Perficient personnel within a two (2) week period of time. After such two (2) week period, the County will cease being billed for such personnel, and Perficient shall replace such individual within a reasonable period of time. Perficient reserves the right to terminate (with or without cause) any Perficient personnel performing Services to County. Perficient reserves the right to reassign any Perficient personnel performing Services to County to perform services for other Perficient clients; however in such an event, Perficient will assign a replacement resource to perform services to County.

3.5 Perficient Affiliates. Perficient may provide the Services and/or deliver the Deliverables via personnel employed directly by Perficient or via personnel employed directly by one (1) or more of Perficient's Affiliates, whether or not such Affiliate is named in the applicable SOW. Certain of Perficient's Affiliates have offices and personnel located outside of the United States of America, and Perficient will not be restricted or prohibited from the use of such Perficient Affiliate personnel located outside the United States of America. The Parties acknowledge and agree that Perficient's provision of Services and/or delivery of Deliverables by personnel employed by Perficient Affiliates shall not be construed as (i) contracting or subcontracting regarding the applicable Services and/or Deliverables, or (ii) assignment or transfer of the applicable SOW(s) and/or this Agreement. Perficient will be responsible for the actions and omissions of personnel employed by Perficient Affiliates to the same extent that Perficient is responsible for the actions and omissions of personnel directly employed by Perficient as more fully set forth herein.

3.6 No Non-Compete Restrictions. Each Party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services. Without limiting the generality of the foregoing, neither Perficient nor any Perficient personnel or subcontractor shall be restricted or prevented from performing Services for others that are similar or identical to the Services provided under this Agreement.

3.7 Continuation of Work. Where a SOW is part of a continuing and larger, long-term project, it is anticipated that subsequent SOWs for the next phase(s) of the project will be negotiated and executed by the Parties as soon as reasonably practicable before the expiration of the in-process SOW, and such negotiations shall take place in accordance with the past

business practices of the Parties. In such circumstances, it is anticipated that the same resources will be utilized on the subsequent SOWs for the continuing phases of the project, and that the work of such resources will continue while the subsequent SOW is in the process of being finalized and executed. For purposes of clarification, both Parties agree this is not a staff augmentation relationship.

3.8 Resources. A Perficient project manager or delivery manager will supervise, control, and direct the duties, conduct, and duration of the assignment for all Perficient personnel during the performance of Services hereunder. County will have no power or authority to directly supervise or control Perficient personnel with respect to the means, manner or method of performance of the Services under this Agreement. Perficient personnel performing Services to County are not the employees of County and shall not be entitled to participate in any retirement, pension, Section 401(k), profit sharing, deferred compensation, welfare, disability, bonus, vacation pay, stock purchase, severance pay, or other compensation or benefit plans available to employees of County.

3.9 Affirmative Action and Equal Employment Opportunity. Perficient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Further, Perficient is an equal opportunity employer and federal contractor or subcontractor. Consequently, Perficient agrees that, as applicable, it shall comply with the provisions of (i) Executive Orders 11246 and 11375, as amended; (ii) section 503 of the Rehabilitation Act of 1973, as amended; and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Perficient also agrees that, as applicable, it shall abide by the requirements of Executive Order 13496, relating to the notice of employee rights under federal labor laws

3.10 Affiliate SOWs. The Parties acknowledge and agree that any Affiliate of County may purchase Services and/or Deliverables under this Agreement by executing a SOW; provided, however that any such County Affiliate purchasing Services and/or Deliverables hereunder agrees that such Services and/or Deliverables are provided pursuant to the terms and conditions of this Agreement. Any reference to County in this Agreement with respect to Services and/or Deliverables purchased by a County Affiliate shall also be deemed a reference to the applicable County Affiliate. The Parties further acknowledge and agree that any Affiliate of Perficient may enter into a SOW with County to provide Services and/or Deliverables under this Agreement by executing a SOW; provided, however

that any such Perficient Affiliate providing Services and/or hereunder agrees that such Services and/or Deliverables are provided pursuant to the terms and conditions of this Agreement. Any reference to Perficient in this Agreement with respect to Services and/or Deliverables provided by a Perficient Affiliate shall also be deemed a reference to the applicable Perficient Affiliate.

4 INVOICES, PAYMENT AND TAXES

4.1 Invoices. Unless otherwise specifically agreed in a SOW, Perficient will submit invoices for charges and expenses hereunder on a monthly basis, and County shall make payment of each undisputed invoice within thirty (30) days after the date of invoice, in accordance with the Texas Govt. Code, Chapter 2251, the "Texas Prompt Payment Act." Unless otherwise specified in a SOW, all amounts owed hereunder shall be due and payable in the currency of the United States of America ("USD"). If a SOW specifies payment in a currency other than USD, the Parties agree that all payments to be made between the Parties with respect to only that SOW shall be made in the currency specified in such SOW.

4.2 Service Rates. The rates specified in a given SOW are based on Perficient's response to Tarrant County RFP F2024155 Annual Contract for Appian Professional Services rate card attached here as Exhibit B Each SOW will specify the rates to be used and will remain fixed for the term of the SOW.

4.3 Expenses. Unless otherwise agreed to in an applicable SOW, Perficient shall also be reimbursed for all reasonable out-of-pocket travel, all applicable shipping, handling and materials costs, and all related expenses incurred in the performance of Services and in accordance with County's reasonable travel and expenses policy (as stated in section 4.3.1) as well as any unusual or special expenses incurred at the County's specific written request. For this purpose, Perficient will use the geographically applicable federal per-diem rates to cover daily meals and incidentals. All other costs, including but not limited to transportation and lodging, shall be billed at actual cost with no markup.

4.3.1 County Travel Policy. Vendor shall receive reimbursement for certain travel expenses only as authorized in advance by County. Such expenses may include: airfare (economy or coach class only), lodging, Dallas-Fort Worth transportation expenses (economy rental car, taxi/Uber, etc.) and subsistence during specific travel periods. Mileage to/from Vendor airport is not reimbursable. Valet parking is not reimbursable without prior approval from Tarrant County IT.

Reimbursement for travel is based on actual receipts. Meals shall not exceed the meal per diem rates set forth by the Tarrant County Travel Policy provided to the Vendor. Nightly hotel rates shall not exceed the current rate published by the U.S. General Services Administration. To receive reimbursement, Vendor must submit valid receipts and supporting backup. Vendor will not receive reimbursement for unauthorized or unsupported expenses. If a baggage fee is charged, the County will only reimburse for one (1) personal piece of luggage and will not pay for overweight charges.

Authorized reimbursable expenses will not exceed \$1,500 per trip without prior approval in writing from Tarrant County IT.

All travel expenses must be invoiced within 60 days of completion of travel.

4.4 Late Fees and Disputed Invoices. Any undisputed payment not received from County by the due date may accrue, at Perficient's discretion, late charges at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Disputes as to the accuracy of an invoice must be presented in writing to Perficient by County within thirty (30) days after the date of the invoice, and invoices that are not so disputed within such thirty (30) day time period shall be conclusively deemed accurate and accepted.

4.5 Payment and Taxes. All amounts are payable in U.S. Dollars (unless otherwise specifically denoted by Perficient). Service Fees are exclusive of all taxes, including without limitation, sales, use, value-added or other taxes or levies on transactions made under this Agreement. County shall pay Perficient an amount equal to any tax Perficient is required to collect or pay upon the sale, license, or delivery of Deliverables to County by Perficient, exclusive of taxes imposed upon Perficient's net income.

4.6 Long Term Travel. County shall provide Perficient thirty (30) days' written notice if, due to unforeseen circumstances, a Temporary Assignment in a same single location is likely to exceed one (1) year, thus making it an Indefinite Assignment. Within ten (10) days after such notice is given, Perficient and County will confer to address the potential Indefinite Assignment so that Perficient can determine whether to continue the applicable Perficient personnel's assignment with the County in the same single location. If County and Perficient agree that such personnel will continue performing services for County at the single location, County will be responsible for all taxes and expenses incurred as a result of a job assignment being changed from a Temporary Assignment to an Indefinite Assignment.

4.7 Payment by Credit Card. NOT APPLICABLE TO COUNTY. Perficient will accept payment of any current invoice by accepted credit card only when County also agrees to pay the service fee equal to 3.5% of the invoice total which will be added at the time of payment processing. Otherwise, payment may be made via check or ACH without any additional service fees.

5 COUNTY RESPONSIBILITIES

5.1 General. In connection with Perficient's provision of the Services, County shall perform those tasks and assume those responsibilities specified in the applicable SOW or otherwise agreed in writing (collectively, "County Responsibilities"). County understands that Perficient's performance is dependent on County's timely and effective satisfaction of all County Responsibilities and timely decisions and approvals by County. Perficient shall be entitled to rely on all decisions and approvals

of County in connection with the Services. County may use the Services described in each Statement of Work, on, and subject to, the terms and conditions of such Statement of Work.

5.2 On-Site Obligations. In addition to any particular items which might be agreed upon in writing, County shall supply on-site Perficient personnel with suitable office equipment and support, including adequate computer resources, Internet and other network access, building access, telephone service, postage, copying machines, and general office supplies which might be necessary in connection with Perficient's performance of the Services.

5.3 Space. When Services are performed at County's facilities, County grants to Perficient a non-exclusive license to occupy all Space. Perficient acknowledges that it has been granted only a license to occupy the Space and that it has not been granted any real property interests in the Space. Perficient shall not make any construction changes or material alterations to the interior or exterior portions of the Space, including any cabling or power supplies for the County Equipment, without obtaining County's prior written approval. Alternatively, County may request Perficient to perform such work. Perficient agrees not to erect any signs or devices to the exterior portion of the Space without submitting the request to County and obtaining County's advance written approval. Perficient further agrees to reimburse County for all reasonable repair or restoration costs associated with damage or destruction caused by Perficient's personnel, Perficient's agents, Perficient's suppliers/contractors, or Perficient's visitors during the term or as a consequence of Perficient's removal of the County Equipment or property installed in the Space except for normal wear and tear or based upon actions taken by County.

5.4 Cooperation and Information. County shall (i) provide Perficient, its employees and subcontractors with all such assistance as is reasonably necessary to enable Perficient to perform its obligations under this Agreement; (ii) make full disclosure to Perficient of all information and material, including the location of necessary software and content, relevant to the provision of the Services; (iii) ensure that the County Materials are provided within sufficient time to enable Perficient to provide the Services in accordance with the applicable SOW; (iv) ensure that its employees and independent contractors cooperate reasonably with Perficient and its personnel in providing the Services; (v) reasonably comply with Perficient's recommendations as to its hardware, network and computer operating systems; (vi) obtain and comply with all necessary permits and licenses in respect of the County Materials; and (vii) will not hold Perficient responsible for costs, claims, expenses, losses or other liabilities arising out of or in connection with any breach by the County of its obligations under this Agreement. Further, Perficient will not be responsible for "bugs," "viruses" or defects in any software goods or materials provided to Perficient by County, which affect the function or capabilities of such software. Perficient will give County prompt written notice of the existence of any such defects of which Perficient becomes aware and County will be liable for any service costs and expenses incurred in the correction of such County-provided software goods as necessary to ensure functionality of Perficient's work.

5.5 Production Test Environment. Where applicable to the Services, County shall provide Perficient with a production test environment so that Deliverables and/or Services can be tested without impacting County's business operations. If such an environment is not provided, Perficient shall be held harmless for any disruptions, loss of service, loss of revenue or other loss or damage that results from the lack of such an environment.

5.6 Third-Party Terms. County acknowledges that certain Services may include Third Party Materials subject to terms and conditions imposed by one or more third parties and which will be provided to County in writing or are made available electronically, upon request. County agrees to be bound by, and to comply with, any such third-party terms and conditions, as such terms and conditions may be changed from time to time.

6 INTELLECTUAL PROPERTY

6.1 County Materials. As between Perficient and County, the parties acknowledge and agree that all County Materials are owned by County. County grants to Perficient a worldwide, non-exclusive, royalty-free, license throughout the term of this Agreement to, as applicable, (a) execute, reproduce, modify (including making derivative works from), perform, display, and otherwise use any and all County Materials, and (b) access and use any third-party services, in each instance as necessary for Perficient to provide the applicable Services. If the provisions of any third-party license (or other terms and conditions) applicable to (a) any County Materials, or (b) any third-party service that Perficient needs to access and/or use in order for Perficient to provide the Services, in each instance do not permit County to grant the above license to Perficient, then County shall otherwise ensure that Perficient has all necessary rights and licenses as necessary for Perficient to provide the applicable Services to County.

6.2 Work Product. If a SOW provides that County is to own the copyright or any other intellectual property rights in any of Work Product, then, Perficient shall be deemed to assign the copyright in and to such Work Product to County as of the date that County pays Perficient in full for the Services applicable to such of Work Product. To the extent the Work Product contains Pre-Existing Materials or Knowledge Capital (as defined in Section 6.4, below) of Perficient, Perficient grants to County a perpetual, non-exclusive, royalty-free license to (i) execute, reproduce, modify (including making derivative works from), perform, display, distribute copies and derivative works, and otherwise use the Pre-Existing Materials and Knowledge Capital, and (ii) sublicense (through multiple tiers) and/or otherwise authorize others to do any one or more of the foregoing only to the extent such Pre-Existing Materials and Knowledge Capital are part of the Work Product.

6.3 Ownership. Subject to the licenses granted in this Agreement, the parties acknowledge and agree that title to all Services and all Work Product and Deliverables (including, without limitation, all patents, copyrights, trademarks and other intellectual property rights therein) are owned by, and shall be retained by, County upon payment for same. The parties further agree not to remove any title, trademark, copyright and/or restricted rights notices or labels on materials owned by the other

party, or any third party, if applicable. All rights in and to any materials not expressly licensed or assigned in this Agreement are hereby reserved by Perficient.

6.4 Knowledge Capital. Perficient shall retain all right, title and interest in all of Perficient's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, processes (including internally developed software), and any patent, copyright, trademark, trade secret or other intellectual property rights with respect thereto (collectively referred to as "Knowledge Capital"), irrespective of whether possessed by Perficient prior to, or acquired, developed or refined by Perficient (either independently or in concert with County but excluding County's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, processes, Confidential Information and Trade Secrets) during the course of its performance under this Agreement. It is agreed and understood that Perficient is in the business of providing consulting services to third parties which are or may be substantially similar to the Services and/or Deliverables being developed for County. It is not the intent of this Agreement to prevent Perficient from pursuing its stated business by independently creating such original but similar works for the benefit of third parties. Moreover, Perficient and County expressly agree that nothing herein limits the right of Perficient to utilize any Knowledge Capital developed or refined during the course of providing services under the Agreement in future work for other Counties.

7 INDEMNITY.

7.1 Indemnity of County. Perficient agrees to indemnify and hold harmless County and its officials, directors, employees, agents, and affiliates against all third party damages, costs, liabilities, expenses and settlement amounts (including, but not limited to, reasonable attorneys' fees and fees of experts) arising out of any claim, suit action or proceeding by any third party, arising under this Agreement, and Perficient will pay any settlement reached or judgment entered thereon by a court of competent jurisdiction sitting in the United States against County or such third party, to the extent such claim, suit, action or proceeding directly arises from (a) an allegation that the Services or Deliverables, in the form designed and developed by Perficient (other than Third Party Materials), infringe or misappropriate such third party's patent, copyright, trademark, trade secret, or other intellectual property rights and Perficient should have known of such potential infringement or misappropriation through standard industry knowledge or reasonable best efforts to obtain such knowledge, (b) alleging any gross negligence or willful misconduct on the part of Perficient, or (c) any material breach of any provision of this Agreement by Perficient or any allegation which, if true, would constitute a breach of any provision of this Agreement by Perficient. Perficient's indemnification obligations hereunder are expressly conditioned upon County providing prompt written notice of any such claim to Perficient, tendering the defense of any such claim to Perficient, providing reasonable cooperation for the defense of same at Perficient's expense, and not

settling any such claim without Perficient's prior written approval.

7.2 Infringement and Remedies. Subject to Section 7.3, in the event one or more of the Deliverables are determined to, or are believed by Perficient to, so infringe the rights of a third party, Perficient may, at its sole option and expense, elect to: (a) modify the Deliverable(s) so that they are non-infringing, (b) replace the Deliverable(s) with non-infringing Deliverable(s) which are functionally equivalent or superior in performance, (c) obtain a license to continue to use the Deliverable(s) from the allegedly infringed third party, or (d) refund the monies paid for the infringing portion of the Deliverable and terminate the applicable SOW and/or this Agreement.

7.3 Exclusions. Perficient shall have no liability for any claim of patent, trade secret or copyright infringement based on (i) County-furnished items where Perficient's performance of Services pursuant to a SOW was not the direct cause of such infringement; (ii) County's (or its agents') use not in accordance with this Agreement or any applicable SOW, including County operation or use of the Deliverables other than as set forth in the applicable documentation or design or on hardware not recommended, supplied or approved by Perficient; (iii) County's (or its agents') unauthorized modification, damage or misuse or other action of County or any third party; or (iv) combination with any goods, services or other items not provided or approved by in writing by Perficient.

7.4 No Additional Liability. THIS SECTION STATES THE ENTIRE LIABILITY OF PERFICIENT WITH RESPECT TO INFRINGEMENT OF PATENTS, TRADE SECRETS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY BY THE DELIVERABLES AND/OR ANY SERVICES, AND PERFICIENT SHALL HAVE NO ADDITIONAL LIABILITY WITH RESPECT TO ANY ALLEGED OR PROVEN INFRINGEMENT.

8 WARRANTY AND DISCLAIMER OF WARRANTIES

8.1 Mutual Warranties, Representations and Covenants. Each Party represents, warrants, and covenants to the other Party that (i) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement; (ii) all corporate actions necessary to enter this Agreement and to perform all the transactions contemplated hereby have been taken; and (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles.

8.2 Representations and Warranties of County. County represents, warrants and covenants that all County Materials are free from any unlawful content and that Perficient's use or other exercise of its rights therein will not infringe any intellectual property and other rights of any third party and that any adaption by Perficient of the County Materials in accordance with the County's instructions will not infringe the intellectual property rights of any third party.

8.3 Representations and Warranties of Perficient.

8.3.1 Subject to Section 8.3.23, Perficient warrants that (i) it will perform the Services in accordance with generally

accepted industry standards applicable to the performance of like services, and (ii) the Deliverables will conform in all material respects with any specifications therefor to the extent such specification are set forth in the applicable SOW. In the event of any breach of such warranty Perficient shall, at Perficient's sole cost and expense, as County's sole and exclusive remedy for such breach, use commercially reasonable efforts to correct any Services or Deliverables that do not comply with such warranty, provided that County gives Perficient written notice of the noncompliance within thirty (30) days after, as applicable, Perficient's performance of the applicable Services and/or acceptance of the applicable Deliverables when acceptance terms are set forth in the applicable SOW.

8.3.2 Perficient further represents, warrants and covenants to County that: (i) except for Third Party Materials and County Materials, the Deliverables shall be the original work of Perficient and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the SOW by Perficient, Perficient shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Deliverables sufficient for Perficient to grant the intellectual property rights provided in this Agreement.

8.3.3 Perficient's warranties in this Section 8.3 do not apply to any (i) County-furnished items; (ii) use not in accordance with this Agreement or any applicable SOW, including County operation or use of the Deliverables other than as set forth in the applicable documentation or design or on hardware not recommended, supplied or approved by Perficient; (iii) modification, damage or misuse or other action of County or any third party; or (iv) combination with any goods, services or other items not provided or approved by in writing by Perficient.

8.4 Disclaimer of Warranties. Perficient does not warrant that the Services or Deliverables will be compatible with any subsequent Update or version of a Third Party Material. EXCEPT EXPRESSLY AS SET FORTH IN SECTIONS 8.1 AND 8.3 ABOVE, PERFICIENT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY DELIVERABLES OR SERVICES, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT PERFICIENT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), AND PERFICIENT HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES. PERFICIENT FURTHER DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT WITH RESPECT TO ALL SERVICES AND ALL DELIVERABLES.

9 LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, ATTORNEYS, AGENTS, ASSIGNS OR SUCCESSORS-IN-INTEREST BE

LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, AGGRAVATED, EXEMPLARY OR CONSEQUENTIAL DAMAGE, LOSS, COST OR EXPENSE OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST PROFITS OR OPPORTUNITY COSTS) WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT, INCLUDING WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID OR PAYABLE BY COUNTY TO PERFICIENT PURSUANT TO THE SOW FROM WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION ARISES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES SET FORTH IN THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

10 INSURANCE

10.1 Minimum Levels. Perficient will keep in force and effect during the term of this Agreement: (i) Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage; (ii) Employer's Liability Insurance in any amount not less than One Million Dollars (\$1,000,000.00) per occurrence; (iii) Workers' Compensation Insurance in any amount not less than that required by applicable law; (iv) Automobile Liability Insurance for all non-owned or hired autos in the amount of One Million Dollars (\$1,000,000.00) each accident; and (v) Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) on a claims made basis.. Perficient also agrees that it and its agents (including contractors and subcontractors) will maintain other insurance at levels no less than those required by applicable law and customary in each party's and its agents' industries.

10.2 Certificates of Insurance. Perficient agrees to furnish County with certificates of insurance which evidence the minimum levels of insurance set forth above within five (5) business days, if requested.

11 CONFIDENTIALITY

11.1 Definition. The term "Confidential Information" means, subject to Section 11.2, any and all nonpublic information, in any form or medium, tangible or intangible and whether communicated in writing, orally, or through visual observation, that a Party (each a "Disclosing Party") designates as being confidential to the Party that receives such information (each a "Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. County agrees that Perficient's Confidential

Information includes, without limitation, the terms and conditions of this Agreement, any and all unpublished pricing information, audit and security reports (including, without limitation all content of such reports and the "look and feel" of such reports), product development plans, vendor pricing, terms and agreements, nonpublic information relating to Perficient's business activities or financial affairs, data center designs, network and server configuration designs, and tools, methodologies, techniques used to provide the Services, interfaces, control screens, software, and other information and technology. The foregoing is subject to the limitation in section 11.2(v). County's Confidential Information shall include, without limitation, any personally identifiable information, records, files, input materials, reports, software, forms and other information that is received, stored, maintained, or transmitted to Perficient during the performance of any Services.

11.2 Exceptions. The term "Confidential Information" does not include any information, however designated, that (i) is or subsequently becomes generally known or available by publication, commercial use or otherwise without the Receiving Party's breach of any obligation owed to the Disclosing Party, (ii) is known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party without any restriction on the Receiving Party's further use or disclosure, (iii) becomes known to the Receiving Party from a source other than the Disclosing Party without any restriction on the Receiving Party's further use or disclosure and other than by the breach of an obligation of confidentiality owed to the Disclosing Party, and/or (iv) is independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; (v) or is required to be disclosed under the Texas Public Information Act.

11.3 Obligations Regarding Confidential Information. Each Receiving Party agrees that it will (i) refrain from using the Confidential Information of the Disclosing Party except in connection with, as applicable, the performance or use of the Services, except as necessary for the Receiving Party to perform its obligations under this Agreement, or to exercise a Receiving Party's respective legal rights under the Agreement, or as may be required by law, and (ii) subject to Section 11.5, refrain from disclosing any Confidential Information of the Disclosing Party. The obligations set forth in clauses (i) and (ii) above shall continue throughout the term of this Agreement and forever thereafter; provided, however, that, such obligations cease with respect to information that no longer constitutes Confidential Information because it falls within one or more of the applicable exceptions set forth in this Section 11.2. The Parties acknowledge that they may have entered into one (1) or more prior nondisclosure or confidentiality agreements (each a "Prior NDA") with respect to a potential business relationship between the Parties prior to the Effective Date. Prior NDAs shall cease to apply to disclosures of Confidential Information or any other information disclosed by a Disclosing Party to a Receiving Party as of and following the Effective Date, and this Agreement will exclusively govern the restrictions, obligations and liabilities of the Parties applicable to all such disclosures and each Party's Confidential Information.

11.4 Delivery of Confidential Information. Upon a Disclosing Party's request from time to time during the term of this Agreement or thereafter, the Receiving Party will deliver to the Disclosing Party (or, if directed by the Disclosing Party, destroy) the Disclosing Party's Confidential Information and all copies thereof, or such portion thereof as requested by Disclosing Party, in each instance except that (i) such obligations to deliver or destroy shall not be applicable to Confidential Information of the Disclosing Party which still reasonably required by the Receiving Party to exercise its rights or perform its obligations under this Agreement (including, without limitation, any obligations herein to retain such information), and (ii) a Receiving Party may retain a copy of the Disclosing Party's Confidential Information to the extent it is contained in system-backup media so long as such system-backup media are maintained in confidence, are not readily accessible to users, and are overwritten in the ordinary course of reuse of such system-backup media, or when Confidential Information is subject to state retention requirements.

11.5 Permitted Disclosures. A Receiving Party may disclose the Confidential Information of a Disclosing Party (i) to the Receiving Party's service providers, agents, and representatives as necessary for the Receiving Party to perform or use the Services, provided that such service providers, agents, and/or representatives agree to confidentiality obligations that are at least as restrictive as those stated in this Agreement, (ii) to law enforcement or government agencies if required by a subpoena or other compulsory legal process, or if the Receiving Party believes, in good faith, that the Disclosing Party's conduct may violate applicable criminal law as required by law, and/or (iii) in response to a subpoena or other compulsory legal process other than from law enforcement or government agencies which are dealt with in clause (ii) above, provided that the Receiving Party agrees to give the Disclosing Party written notice before disclosing such Confidential Information unless giving such notice is prohibited by law. Any materials disclosed pursuant to court order or as required by law will not except or exclude such materials from continuing to be applicable to the confidentiality obligations herein in all other respects.

11.6 Feedback and Residuals. To the extent that County provides any comments, instructions, suggestions, information, and/or other feedback to Perficient regarding any Service and/or otherwise (collectively, "Feedback"), County assigns, and agrees to assign, to Perficient all right, title, and interest including, without limitation, all intellectual property rights, in and to such Feedback. All Feedback shall be considered the Confidential Information of Perficient. Perficient shall be free to use for any purpose the generalized knowledge, skill, expertise, know-how, methodologies, processes, programming routines and subroutines, or techniques contained in or embodied by any Confidential Information of County, which is retained in generalized form (without the aid of notes or other memory aids) in the minds of personnel of Perficient.

12 TERM AND TERMINATION OF SERVICES

12.1 Term of this Agreement. The term of this Agreement shall commence on the Effective Date and continue for twelve (12) months and may be renewed for up to two (2) additional

twelve month periods upon mutual written amendment to this Agreement unless earlier terminated as provided herein. If all Statements of Work have expired or been terminated, then either Party may terminate this Agreement by giving notice thereof to the other Party in which event this Agreement shall terminate on the date specified in such notice, or if no date is specified in such notice, on the date such notice is given. If County wishes to renew Services with Perficient after this Agreement has expired or been terminated, a new agreement or an amendment to extend this Agreement must be signed by both County and Perficient. This Section shall not be incorporated into any Statement of Work. In the event this Agreement expires while there are still SOWs in progress, such SOWs executed before expiration of this Agreement shall continue to be governed by the provisions of this Agreement (as if such Agreement were still valid and unexpired) until such SOWs are terminated or completed.

12.2 Term of SOW. The term of each Statement of Work shall commence on the effective date of the Statement of Work and shall continue until the date of expiration set forth therein; subject, however, to earlier termination as provided in the Statement of Work (which includes the terms and conditions of this Agreement). If there is no date of expiration set forth in a Statement of Work, such Statement of Work shall be considered expired upon the completion of the performance of the applicable Services under such Statement of Work.

12.3 Suspension of Service for Breach. Perficient may suspend, without liability to County, the provision of any Service by giving notice thereof to County in the event County breaches any provision of this Agreement and fails to cure such breach within ten (10) days after notice thereof is given to County by Perficient (except that such cure period shall be limited to three (3) days in the event of a breach due to the failure to pay any amount due hereunder), and any such suspension shall be effective on the date set forth in such notice. In the event of any suspension of any Service by Perficient, Perficient may thereafter, in its sole discretion, terminate this Agreement and/or lift the suspension, in each instance by giving notice thereof to County.

12.4 Termination With Cause. Each Party will have the right to terminate this Agreement or any SOW if (i) the other party materially breaches any term or condition of this Agreement or such SOW, including but not limited to the payment of fees, and fails to cure such breach within thirty (30) days after written notice of the same; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing. Customer might be liable for further termination fees, pursuant to Section 12.6.

12.5 Termination Without Cause. Both County and Perficient have the right to terminate this Agreement or any SOW without cause upon thirty (30) days' notice. In the case of a partial

termination or cancellation, County may, at its option, accept a portion of the Deliverables or Services covered by a SOW and pay Perficient for such material or Services at the prices set forth in such SOW. The right to cancel a SOW shall also include the right to cancel any other related SOW.

12.6 Effect of Termination. Subject to Section 4.1 and as set forth in Section 13.4, upon expiration or termination of this Agreement, each party's rights and obligations under this Agreement will cease immediately. Further, upon expiration or termination of this Agreement, each party shall a) pay any amounts owed the other party, including payment obligations for Services already rendered, Deliverables already delivered and/or expenses already incurred as of the effective date of termination or expiration; (b) refund any pre-payments for Services not yet rendered, Deliverables not yet delivered and/or expenses not yet incurred as of the effective date of termination or expiration; and (c) subject to Section 11.4, promptly return to the other all Confidential Information and materials of the other that were held by each under the terms of the Agreement.

13 NON-SOLICITATION OF EMPLOYEES

13.1 Neither Party shall solicit, nor attempt to solicit, directly or through a third party, the services for employment or otherwise grant employment or subcontracting arrangement through a third party to any employee of the other Party who is involved in the performance of Services pursuant to a Statement of Work during the time period such Services are being performed and for one year after their completion without the prior consent of the other Party. The foregoing shall not be deemed to include responses to general solicitations of employment (whether through advertisements, recruiting firms or other means) not specifically directed toward employees of the Parties.

14 GENERAL PROVISIONS

14.1 Compliance. The Parties shall comply with all applicable federal, state, county, and local rules, including, without limitation, all statutes, laws, ordinances, regulations and codes ("Laws"). The Parties' obligation to comply with all Laws includes the procurement of permits, certificates, approvals, inspection and licenses, when needed, in the performance of this Agreement. In providing the services required by this Agreement, Perficient must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations and the Texas Prompt Payment Act. Perficient shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

14.2 Export or Re-Export Limitations. In connection with this Agreement, each Party agrees to comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. The Deliverables and all of Perficient's obligations under this Agreement are subject to compliance with

all applicable export control laws and regulations. County represents and warrants that County is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons. County agrees that it shall not use any of the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor shall County provide administrative access to any of the Services to any person (including any natural person or government or private entity) that is located in or is a national of Cuba, Iran, Libya, Sudan, North Korea or Syria or any country that is embargoed or highly restricted under United States export regulations.

14.3 U.S. Government Rights. The Services and Deliverables are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services. If County is using the Services and/or Deliverables on behalf of the U.S. Government and these provisions fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, County will immediately discontinue its use of, as applicable, the Services and/or Deliverables. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

14.4 Survival of Certain Provisions. The terms and conditions set forth in Sections 1, 4, 6, 7, 8, 9, 11, and 13 of this Agreement shall survive termination or expiration of this Agreement, any SOW, and completion of the Services.

14.5 Governing Law and Jurisdiction. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Texas (without regard to any applicable conflicts of law rules) and the federal laws of the United States. The United Nations "Convention Relating to a Uniform Law on the International Sale of Goods," or any similar or successor convention or law, shall not be applied to this Agreement or transactions under this Agreement. Further, the Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the Parties hereby opt-out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

14.6 Interpretation. Section and/or paragraph headings used in this Agreement are for reference purposes only and shall not be used in the interpretation hereof. No provision of this Agreement shall be construed against either Party as the drafter thereof. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. In this Agreement, any reference to a person shall be construed as a reference to any person, firm, company, corporation,

government, state or agency of a state or any association or partnership (whether or not having a separate legal personality) or one or more of the foregoing and references to a singular shall include the plural and vice versa. The Parties acknowledge that they have been represented by counsel in connection with this Agreement, or have had the opportunity to seek legal counsel and have voluntarily elected not to do so. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived.

14.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by County (whether by operation of law or otherwise) without the prior written consent of Perficient. Perficient may assign this Agreement without the consent of County, in whole or in part. Further, for the avoidance of doubt, Perficient may, in its sole discretion, subcontract or delegate the performance of all or any part of its obligations hereunder to subcontractors or independent contractors of its choosing. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

14.8 No Waiver. The failure of either Party to enforce at any time, or for any period of time, the provisions of this Agreement shall not be interpreted to be a waiver of such provisions or of the right of such Party to enforce each and every such provision.

14.9 Severability. In the event that any provision of this Agreement shall be held by law, or found by a court or other tribunal of competent jurisdiction to be unenforceable as stated herein, such provision shall remain enforceable to the extent permitted by applicable law or the findings of the court or other tribunal of competent jurisdiction, and the remaining portions hereof shall remain in full force and effect. In such event, Perficient and County agree to negotiate in good faith a substitute enforceable provision that most nearly effects Perficient's and County's intent in entering into this Agreement.

14.10 Relationship of the Parties. The Parties are independent contractors. This Agreement is not intended to create, and does not create, any partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties, beyond the relationship of independent parties to a commercial contract. Neither Party is, nor will either Party hold itself out to be, vested with any authority to bind the other Party contractually or otherwise. In no event shall Perficient or its personnel be considered or act as employees, agents, joint venturers, or partners of County. County acknowledges that Perficient is not a representative, agent, commission sales agent, commissionaire, servant or employee of its suppliers for any purpose.

14.11 Notices. All notices or demands hereunder shall be by certified or registered mail, return receipt requested, or overnight courier at the address of the receiving Party specified above (or at such different addresses as might be designated by either Party by written notice to the other Party), and shall be deemed given three (3) days after mailing or, in the case of overnight courier, the next business day. Notices to Perficient

shall be sent to the attention of: Chief Financial Officer. Notices to County shall be sent to the attention of the individual named in County contact information on page 1.

14.12 Force Majeure. Except for the payment of money, neither Party shall be held responsible for any delay or failure in performance under this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, inability to obtain delivery of parts, supplies, or labor, labor conditions, Internet service provider or hosting facility failures, delays involving hardware, software or power systems, earthquakes or any other cause beyond its control and without the fault or negligence of the delayed or nonperforming Party.

14.13 Records Retention. The Parties shall keep complete and accurate records pertaining to the performance of the Services. Such records shall be maintained for a two (2) year period following termination or expiration of the Services to which such records relate. County shall have the right to examine Perficient's records from time to time at its own expense, but not more than once every calendar year during the term of this Agreement and for two years thereafter, to determine compliance with this Agreement. Such examination shall be conducted at reasonable times during normal business hours and upon at least ten (10) days' advance notice and in a manner so as not to interfere unreasonably with the conduct of a party's business.

14.14 Equitable Relief. The Parties acknowledge that noncompliance with the provisions of this Agreement concerning (i) non-solicitation, (ii) ownership or misuse of Confidential Information or intellectual property, and/or (iii) misuses of any property owned or operated by Perficient (including, without limitation, any computer, computer system, and/or network operated by Perficient, or any part or element thereof) may cause irreparable injury to the other Party for which the other Party will not have an adequate remedy at law, and that the other Party shall therefore be entitled to apply to a court for extraordinary relief (including but not limited to temporary restraining orders, preliminary injunctions, permanent injunctions, or decrees of specific performance) without the necessity to post bond in all legal proceedings in the event of any threatened or actual violation of any or all of such provisions.

14.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement.

14.16 Entire Agreement. This Agreement incorporates the terms and conditions contained in Tarrant County RFP F2024155 as Exhibit A. The indemnity obligations contained in Section 7 of this Agreement shall prevail over the terms of Exhibit A, otherwise should any conflict between the terms of Exhibit A and the terms of this Agreement arise, the terms of the Exhibit A shall prevail over terms of this Agreement and any Statement of Work associated with this Agreement. Subject to the foregoing order of precedence, this Agreement constitutes the complete and final agreement and understanding between County and Perficient with respect to the subject matter hereof. This Agreement does not supersede or merge any Statement of Work or Addendum

entered into on the Effective Date or thereafter. This Section shall not be incorporated into any Statement of Work

14.17 Amendment. Except with respect to any Addendum but subject to Section 3.2, this Agreement may not be changed, modified, amended, rescinded, canceled or waived, in whole or in part, except pursuant to a writing signed by the Parties (however, in this instance, an email exchange between the parties shall not qualify as an authorized writing to change or amend this Agreement). Accordingly, no course of conduct shall constitute an amendment hereto. Without limiting the generality of the foregoing, no terms, provisions or conditions of any purchase order, acknowledgement or other business form or document that County may use in connection with the this Agreement or any Service shall have any effect on the rights, duties or obligations of the Parties hereunder, or otherwise

modify, this Agreement, regardless of any failure of Perficient to object to such terms, provisions or conditions.

14.18 Supersession of Prior Non-Disclosure Agreements. Notwithstanding any prior non-disclosure and/or confidentiality agreements (collectively, "NDAs") entered into by the Parties in connection with the negotiations leading to this Agreement, the terms and conditions of such NDAs are hereby superseded and replaced in their entirety by the confidentiality obligations stipulated in this Agreement. The Parties agree that the confidentiality terms set forth in this Agreement shall constitute the sole and exclusive agreement and obligations concerning the use, handling, and disclosure of confidential information disclosed between the Parties as of the Effective Date of this Agreement, and the NDAs will be of no further force or effect with respect to the disclosure of confidential information between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PERFICIENT, INC.

TARRANT COUNTY

DocuSigned by: *Electronically signed by: Gina Hart*
Gina Hart
Reason: I approve the content of this document.
Signature BFEDEB7910B0466... Date: Oct 23, 2024 07:59 CDT

Signature

Gina Hart

Name (please print)

Name (please print)

Managing Director

Title (please print)

Title (please print)

23-Oct-2024

Date

Date

10232024

APPROVED AS TO FORM:

Kimberly Colliot Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Exhibit A

Tarrant County General Terms and Conditions

TARRANT COUNTY
HISTORICALLY UNDERUTILIZED
BUSINESSES (HUB) POLICY

Tarrant County Special Terms and Conditions

Exhibit B

Appian Services RFP (RFP F2024155) – Rate Card

Below are the rates provided in response to the RFP. Each SOW will specify the specific Role and Rates to be used based on the below table. Any roles not included below that may be included in an applicable SOW will be mutually agreed to between the Parties in the SOW.

Appian Services RFP (RFP F2024155) – Rate Card		
Role	UoM	Rate
Application Design	Per hour	\$195.00
Application Development & Support	Per hour	\$155.00
Business Analysis	Per hour	\$125.00
Artificial Intelligence	Per hour	\$247.00
User Experience	Per hour	\$165.00
Project Management	Per hour	\$175.00

Tarrant County General Terms and Conditions

1. No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee.
2. Tarrant County is exempt from Federal Excise and State Sales Tax and these taxes must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax.
3. All documents relating to the solicitation (IFB, RFP, RFQ, etc.), including but not limited to, the solicitation document, questions and responses, addenda and special notices will be posted under the solicitation number in Tarrant County's eProcurement system. It is the Bidder's or Respondent's sole responsibility to review this site and retrieve all related documents up to the solicitation due date.
4. All solicitations shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids or responses which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.
5. Invoices must be sent directly to the Tarrant County Auditor's Office. Physical invoices must be sent to:
TARRANT COUNTY AUDITORS OFFICE
ATTN ACCOUNTS PAYABLE
100 E WEATHERFORD ROOM 506
FT WORTH TX 76196

Emailed invoices must be sent to sap-invoices@tarrantcounty.com.

6. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number.
7. Continuing specification-related vendor non-performance will be a basis for the termination of the contract by Tarrant County. Tarrant County will not pay for work, equipment, or supplies which are unsatisfactory. The Vendor may be given an opportunity to correct the deficiencies before termination. This, however, does not negate the basis for termination for non-performance.
8. The contract may be terminated by either party upon written thirty (30) day notice prior to cancellation.
9. Bids or proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County. Bids or responses may be rejected, among other reasons, for inconsistencies or unbalanced value of any items.
10. Bids or proposals may be disqualified for any of the following specific reasons:
 - a. Reason for believing collusion exists among the Bidders or Respondents.
 - b. Reasonable grounds for believing that any Bidder or Respondent is interested in more than one (1) Bid or Response for the work contemplated.
 - c. Bidder or Respondent being interested in any litigation against Tarrant County.
 - d. Bidder or Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - e. Lack of competency as revealed, including, but not limited to, a financial statement, experience, equipment, and questionnaire responses.
 - f. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
 - g. Bidders or Respondents shall not owe delinquent property tax in Tarrant County.

h. Limited competition.

11. Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Texas Government Code Section 552. Notice will be sent to you pursuant to this section if Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Pricing information is not considered confidential and if marked as such, will result in rejection of your bid.
12. Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder or Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Bidder or Respondent to determine the full extent of the exposures.
13. Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
14. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY OR ITS EMPLOYEES. For the avoidance of doubt, County shall not indemnify Vendor or any other party under this Contract.
15. Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, and records (hard copy, as well as computer generated data) of the Vendor involving transactions related to this solicitation. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Vendor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to Tarrant County under this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff, and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

Amended: Court Order 127875 (June 19, 2018)



FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

Tarrant County Special Terms and Conditions

1. CRIMINAL BACKGROUND CHECK:

A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.

1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract. If termination occurs, Tarrant County shall receive a pro-rated return of any fees paid for the remainder of the contract.
4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Vendor personnel for duration of the contract.

2. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution. Failure of the Vendor to conform to the requirements could result in the termination of the contract. If termination occurs, Tarrant County shall receive a pro-rated return of any fees paid for the remainder of the contract term.

1. Confidentiality, Integrity, Availability (CIA)

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Strong encryption must be used with data at rest and in transit. Audit logs must be periodically reviewed for anomalies and if one is found, follow Breach Notification procedures. Audit trails cannot be altered.

2. Breach Notification

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence. Vendor shall notify Tarrant County of any breaches related to third party vendors they use within forty-eight (48) hours, whether or not they believe themselves affected.

3. Data

All Tarrant County Data will remain in the 48 contiguous United States at all times, unless pre-approved in writing by Tarrant County ITD.

4. Data Migration

In the event the apps/infrastructure containing Tarrant County Data moves, Vendor shall notify Tarrant County ITD via email prior to the move the new ip address, country, and planned migration date.

5. Right to Audit

Tarrant County reserves the right to audit vendor data centers which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.). Vendor shall, at a minimum, provide Tarrant County, with a yearly Compliance Report attesting to the fact that they have conducted periodic reviews of their Audit Logs to include the Date & Time of review(s), any anomalies found with a brief description, and the disposition after investigation of the anomaly.

3. INFORMATION TECHNOLOGY ON PREMISE SOLUTION AND TARRANT COUNTY HOSTED CLOUD TENANT:

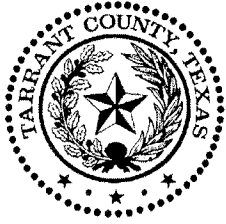
A. The following is only applicable when Vendor is providing Information Technology a server hosted on Tarrant County premises and/or software in the Tarrant County hosted cloud tenant. Failure of the Vendor to comply could result in the termination of the contract. If termination occurs, Tarrant County shall receive a pro-rated return of any fees paid for the remainder of the contract.

1. Patches

Vendor shall provide and install up-to-date software patches on the server to maintain industry level security standards. Software provided by Vendor to Tarrant County must be current General Availability (GA) and under a current supportability/release package. Deprecated software cannot be installed within the Tarrant County Technology Infrastructure.

2. Vulnerability Scanning

Tarrant County shall perform periodic vulnerability and penetration scans on the Vendor server and will report any identified issues to Vendor. Vendor shall address any identified issues via an updated patch which shall be installed on the applicable server within two (2) weeks of notice. If a patch(s) cannot be installed or a mitigating control(s) put in place, Vendor shall supply business justification(s) to Tarrant County for review. Failure of the Vendor to remediate identified security issues could result in the termination of the contract.



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2024155 - Annual Contract for Appian Professional Services - Information Technology – Perficient, Inc. - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney’s Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.
