

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR REPLACEMENT OF CHECK PRINTING SOFTWARE
 PURSUANT TO RFP 22-091**

THIS AGREEMENT is made and entered into by and between **Fort Bend County**, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **MHC Software Holdings, Inc.**, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, Fort Bend County desires that Contractor provide replacement, installation and implementation of check printing software pursuant to RFP 22-091, that would allow accounts payable teams to digitize and simplify invoice and payment processing in an efficient manner (hereinafter "Services,"); and

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, this Agreement was procured through a competitive sealed proposal and is authorized pursuant to Section 2269.151 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

- A. Contractor shall provide replacement, installation and implementation of check printing software in accordance with RFP 22-091, as described in further detail in Contractor's Response to RFP 22-091, attached as Exhibit A, and incorporated by reference.
- B. Fort Bend County shall follow the licensing requirements for Document Express (DE) as outlined in Exhibit B attached and incorporated by reference.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. The total Maximum Compensation for the performance of Services within the Scope of Services for the period of three (3) years is One Hundred Forty-six Thousand Eight Hundred Two dollars and 00/100 cents (\$146,802.00). Contractor’s fees shall be calculated at the rates set forth in the Invoices attached as Exhibit C, and incorporated by reference, to be paid in the following installments:

Year 1:	\$66,414.00 (i.e. 26,120.00 + 40,294.00)
Year 2:	40,194.00
Year 3:	<u>40,194.00</u>
TOTAL:	146,802.00

In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order

- B. Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Contractor based on the following procedures: Upon, delivery of the perpetual software license(s) (date in which software is posted and made available to the County for download) or provisioning of account access to the

County for Contractor hosted solutions, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Forty-six Thousand Eight Hundred Two dollars and 00/100 cents (\$146,802.00) for the three-year term, specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Forty-six Thousand Eight Hundred Two dollars and 00/100 cents (\$146,802.00) for the three-year term.

Section 5. Term & Termination

- A. This Agreement shall be in effect for a period of three (3) years, beginning upon execution of this Agreement by County, and ending on or about September 2025, or when all Scope of Services are terminated or cancelled.
 - i. Perpetual Licensed Software – Term begins on the software delivery date and continues for a term of three years. At the end of the three-year term, the Maintenance shall automatically renew for successive one-year terms unless or until thirty days written notice is given by either party to the other in advance of the expiration of such one-year term. Termination of the maintenance services by either party shall not automatically terminate the license to the Software.
 - ii. MHC Hosted Software – Term begins on the provisioning of access to the hosted software solution and continues for a term of three

years. At the end of the three-year term, the subscription fees shall automatically renew for successive one-year terms until or unless thirty days written notice is given by either party to the other in advance of the expiration of such one-year term. Termination of the maintenance services by either party shall not automatically terminate the license to the software.

- B. County may terminate this Agreement in whole or, from time to time, at any time upon thirty (30) days written notice issued by the County Purchasing Agent because of the failure of the Contractor to fulfill the contract obligations. County shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to County all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement whether completed or in process.
- C. If the Agreement is terminated, County shall only be liable for payment for services performed and accepted before the effective date of termination and in accordance with the requirements of Section 3(E).
- D. If the termination is for failure of Contractor to fulfill the obligations under this Agreement, County may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by County.
- E. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Section 6. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. County is responsible for extracting data from Contractor hosted solutions in advance on termination or cancellation. Contractor can provide support to extract all documents at a rate mutually agreed upon with the County before work begins. Contractor shall promptly furnish all such data and material to County on request.

Section 8. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 9. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas if onsite services are required. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (Medical Malpractice) Insurance, if required. All Liability policies, including Workers' Compensation written on behalf of Contractor, shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 10. Indemnity and Limitation of Liability

- A. **CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT**

FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

- B. Notwithstanding anything in this Agreement to the contrary, Contractor's aggregate liability to County for any loss, damage or liability from any cause or event whatsoever arising out of or relating to this Agreement, will be limited to an amount equal to the Fees paid by County during the preceding 12 months allocable to the Scope of Services giving rise to any such loss, damage or liability. This limitation will apply regardless of the form of action, whether in contract or in tort, excluding gross negligence.

Section 11. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any

Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 12. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 13. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas 77469

With a copy to: Fort Bend County Information Technology
Department
301 Jackson Street
Richmond, Texas 77469

Contractor: MHC Software Holdings, Inc.
12000 Portland Ave S, Suite 230
Burnsville, MN 55337

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 13(A) and 13(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 14. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations, and the fulfillment of all ADA requirements. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 15. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the Scope of Work attached Exhibit A.

Section 16. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.

C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 17. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 18. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 19. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 20. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 21. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 22. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 23. Conflict

In the event there is a conflict between this Agreement and the attached Exhibit(s), this Agreement controls.

Section 24. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 25. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

Section 26. Limits of Subcontractors

- A. County has approval rights over the use and/or removal of all subcontractors and/or vendors. Subcontractors shall conform to all County policies.
- B. Any dispute between the Contractor and subcontractors, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Contractor by the County for any payments owed to the subcontractor.

Section 27. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

{Execution page to follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution by County.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge



ATTEST:



Laura Richard, County Clerk

September 6, 2022

Date

MHC SOFTWARE HOLDINGS, INC.



Authorized Agent- Signature

Aaron Stenhaus

Authorized Agent- Printed Name

VP, Finance

Title

August 31, 2022

Date


REVIEWED BY:



Robyn Doughtie, Director of Information Technology
and Chief Information Officer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 148,602.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

- Exhibit A: MHC Response to RFP 22-091
- Exhibit B: Licensing Requirements for DE
- Exhibit C: MHC Software Invoices

i:\agreements\2022 agreements\it\mhc holdings (22-it-101245)\agreement for check printing software (lsl 8.26.22, with mhc edits 9.1.22).docx

EXHIBIT A

MHC RESPONSE TO RFP 22-091



*Fort Bend County, Texas
Request for Proposals*



*Check Print Software Replacement
RFP 22-091*

July 18, 2022

Attn: Cheryl Krejci, CPPB
Assistant County Purchasing Agent
Cheryl.Krejci@fortbendcountytx.gov

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

RFP 22-091
CHECK PRINT
SOFTWARE



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Executive Summary

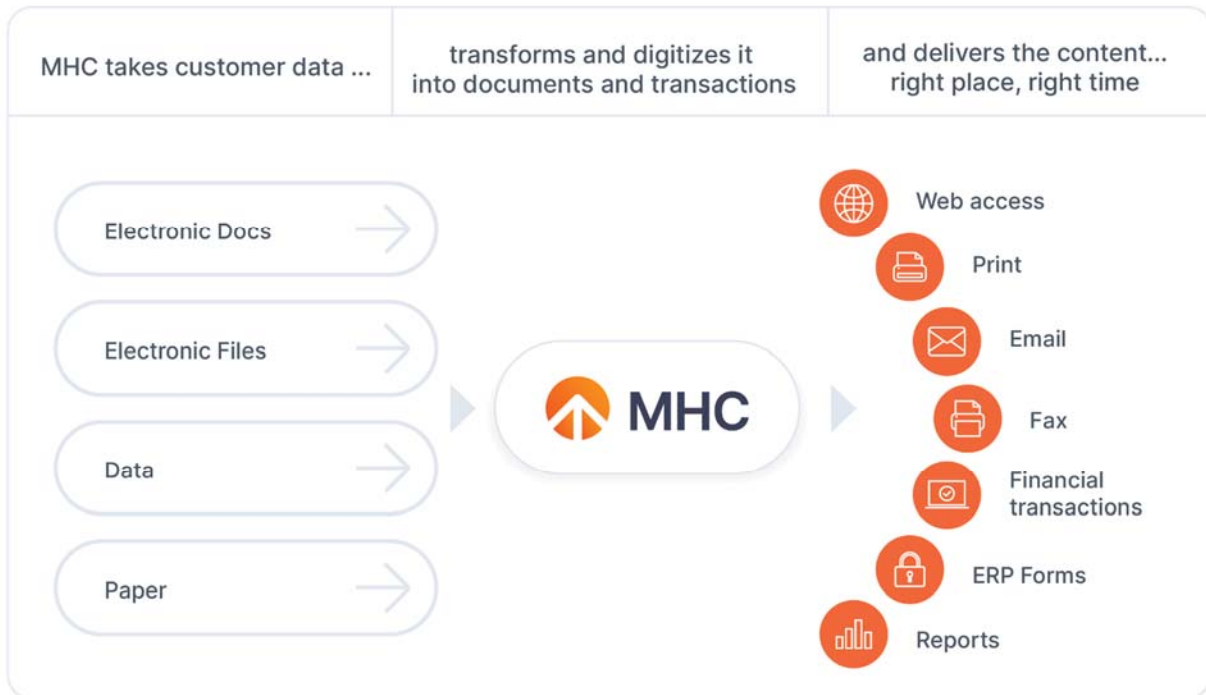
MHC Automation seeks to earn the business of Fort Bend County, TX utilizing our Document Express and NorthStar applications, integrated off the shelf with Infor. Prior to this RFP, MHC has worked to educate and demonstrate our ability to deliver the outcomes required by Fort Bend County, TX and do so cost effectively. This RFP response will summarize those efforts in the pursuit of the business.

MHC Primary Contact:
Kevin Reilly, Sr. Account Executive
Kevin.reilly@mhcautomation.com
615-506-4443



Scope of Work: How MHC Delivers for Fort Bend County, TX

MHC content automation solutions are designed to help Infor users accelerate productivity, increase information visibility, and improve communication inside and outside organizational walls. MHC document output, self-service, imaging, web forms, capture and workflow automation solutions can be deployed according to your organization's needs: on-premises, in your cloud or in the MHC cloud, while also enabling seamless integration to your core enterprise system applications. MHC solutions were developed specifically for Infor Financials & Supply Management (FSM), Human Capital Management (HCM) and Lawson users to support document generation, distribution, self-service access, image capture, retrieval, and routing with seamless integration to Infor FSM, HCM and Lawson applications.

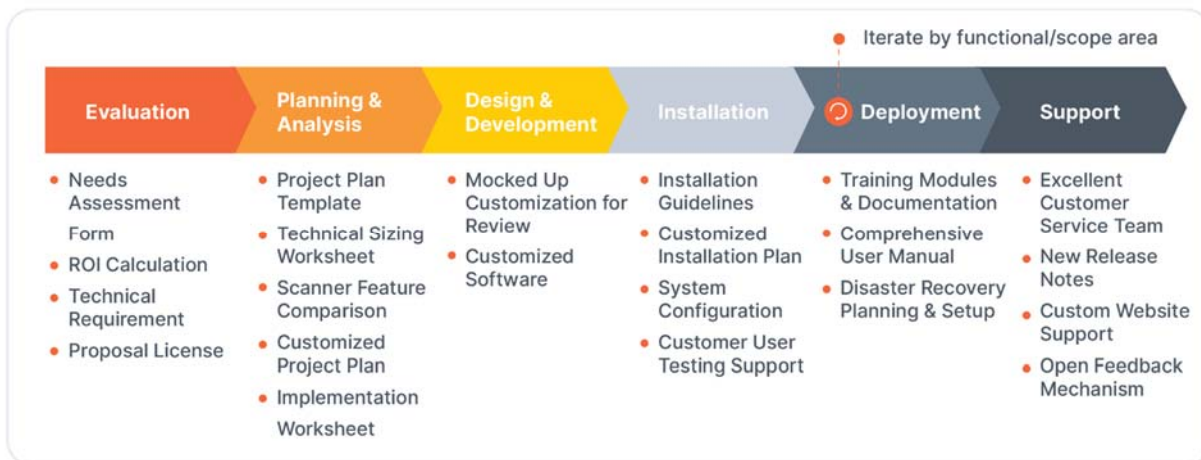


- MHC is the **premier Infor Partner offering comprehensive and integrated document management functionality and software** including
 - document output & distribution (Document Express)
 - document self-service (Document Self-Service) and
 - document imaging, OCR, web forms and workflow automation (Image Express)
- MHC solutions are **highly integrated with Infor**, yet MHC's unique proprietary technology eliminates Infor customization requirements and Design Studio changes.
- MHC **utilizes industry-standard components** and is able to seamlessly integrate with your existing infrastructure to enable fast implementation timelines requiring very few IT resources for a quicker ROI.



- MHC imaging functionality **supports related image groups** allowing the viewing of documents throughout the entire procure-to-pay or employee lifecycle. In one click, view related contracts, POs, packing lists, invoices and check images, or all the documents in an employee’s history.
- MHC offers **enterprise-wide flexible licensing of solution offerings** to allow organizations to grow and add self-service and imaging users without incurring extra licensing fees.
- MHC customers can **choose to license only the functionality relevant to them** and can easily expand use and deploy the functionality in a phased approach over time.
- MHC guarantees **delivery of turnkey solutions with fixed pricing** (all implementation costs for the proposed scope are included in the listed price – no surprise consulting fees later on), backed by a commitment from MHC to provide excellent customer service.

Software Implementation & Maintenance Service



FBC and MHC will work collaboratively in the installation and implementation of the software. As a team approach, communication and clarity are essential for a flawless set up and support experience. MHC is one of the highest rated support organizations in the business, indicated by our numerous G2 awards and testimonials.



Ability to Perform: Experience and Qualifications



References: Each reference call can be coordinated by MHC Customer Care at Fort Bend County's discretion. Per client confidentiality agreements and MHC policy, we're unable to list contact info or pricing in this RFP response

1. City of Nashua – Nashua, NJ
2. City of Greensboro – Greensboro, NC
3. Elsinore Valley Water District – Lake Elsinore, CA

MHC's Financial Condition Summary

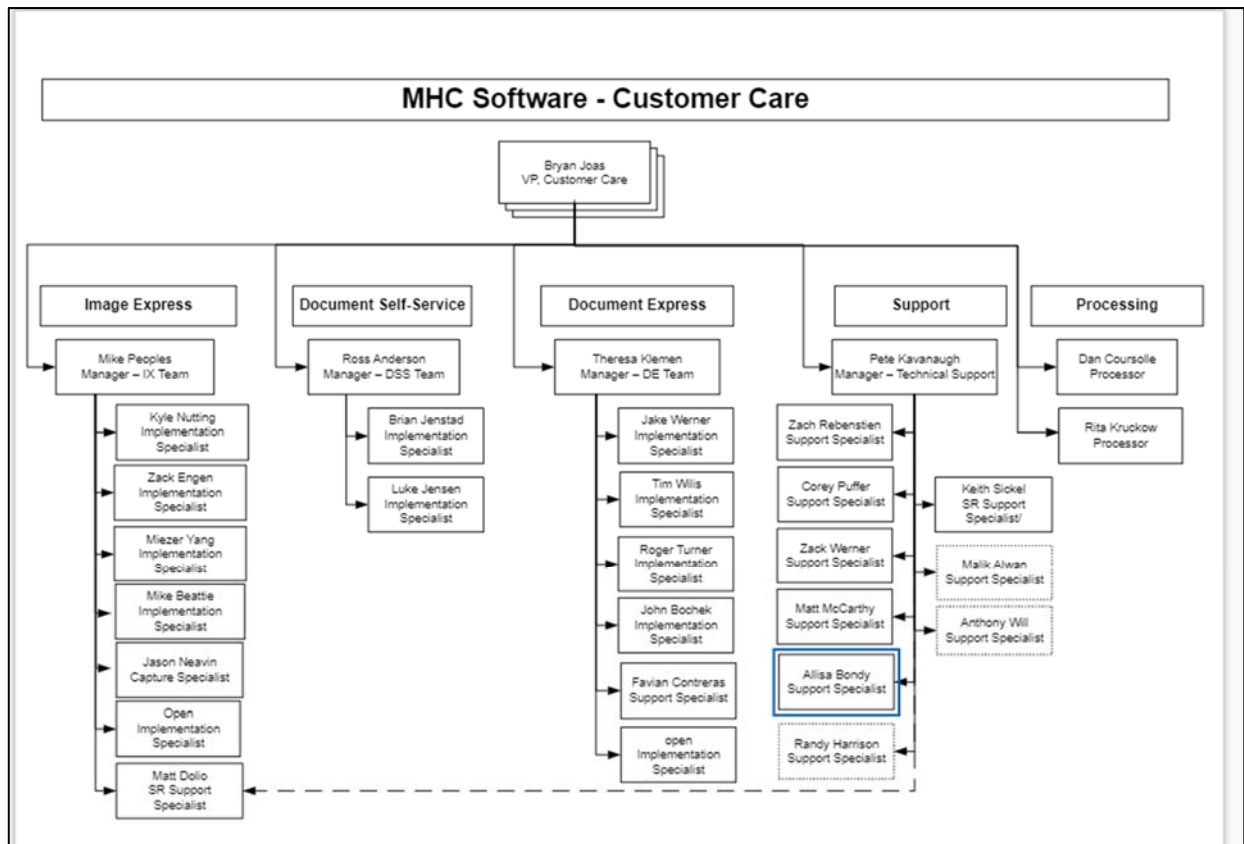
MHC has been in business for over 30 years. In 2020, MHC was acquired by Strattam Capital, a private equity firm based in Austin, Texas. Since the acquisition, the MHC has acquired 3 additional companies and internally invested over \$15 million into the business to support continued product development, features, and enhancements. In addition, the company has a strong financial position with ample liquidity available to continue to support its customers.

Please contact Kevin Reilly at 615-506-4443 or kevin.reilly@mhcautomation.com direct if you have any questions.

Staff Availability: Experience and Qualifications



Project team organization chart:



Roles and responsibilities:

You will be assigned one or more Implementation Specialists based on product purchased and project load.

Team member qualifications:

Education: Typically, all staff members have a 4-year degree

Relevant completed projects:

The team has implemented hundreds of solutions that are driven by the products we offer.

Scope and Pricing: Fully Burdened

Proposed Software - PR/HCM	Key Standard Features	Inclusions	Price
Document Express Payroll™ DEPR	<ul style="list-style-type: none"> Core module required for Payroll payment and direct deposit advice processing Ability to add unlimited accounts Full Document History with filtering, sorting and column management Complete audit trail of all user actions Original Register for audit of all printing User Manager with detailed user reports Archiving and copying functions Signature logic Ability to print copies manually or automatically Report Generator for ad hoc reporting Embedded tool for changing document logos, messaging, and other variable items Ability to set up multiple printers based on spool setting or document type Ability to add more document output formats by licensing additional interfaces and forms designs See additional module options for electronic payment functionality 	<ul style="list-style-type: none"> One site, one seat and one backup seat Utilizes Customer's existing SQL or Oracle database Document Express accesses the database using ODBC Includes one PR Interface and Forms Design for one PR form layout 	\$14,420
Document Express PR Interface DEPRINTFCE	<ul style="list-style-type: none"> Interface reads the Infor Global HR Payroll or Infor PMTOUT file (checks and direct deposit advices) and loads the data into the Document Express database 	<ul style="list-style-type: none"> Standard interface to Infor Global HR Payroll output or Infor Lawson PR160 and PR180 Assumes payroll output data is accessible by MHC via a shared drive or FTP location 	Included

Proposed Software - PR/HCM	Key Standard Features	Inclusions	Price
Document Express Forms Design Payroll Check and Direct Deposit Advice DEPRFORMSGN	<ul style="list-style-type: none"> Maps the fields loaded into the Document Express database into the Customer's desired payroll document layout Ability to design form in virtually any layout including logos, signatures, MICR line and messaging 	<ul style="list-style-type: none"> Turnkey form design layout of payroll check/advice Assistance and training setting up accounts One form layout 	One form design layout included
Proposed Software Total Price - Payroll			\$14,420



Service	Description	Price
Software Implementation	<ul style="list-style-type: none"> Remote Implementation Services (web meeting/VPN/phone) Planning & Analysis* Design & Development (if applicable)** Installation & Configuration Deployment & Customer Support <p>* Additional Planning & Analysis Support - AP Invoice Automation/OCR Efforts:</p> <ul style="list-style-type: none"> MHC offers an implementation worksheet (to be updated by customer resources) that captures the business requirements and rules related to Intelligent Data Capture/OCR processing rules for AP organizations. Twenty hours of MHC Implementation Services time is included in the proposal costs above to gather and document the requirements for invoice automation and workflow processing. For organizations that require significant business process changes, are undergoing AP centralization efforts in conjunction with the Imaging/OCR project effort, still need to define and articulate invoice workflow processing rules and/or have non-standard electronic invoice processing requirements (e.g., special non-standard extraction or mapping logic, analyzing business requirements to determine additional technical scripting needs, etc.), additional hours of Implementation Services support may be recommended at MHC's hourly rate of \$175/hour. <p>** Additional Development Support - AP Invoice Automation/OCR Efforts:</p> <ul style="list-style-type: none"> Although the projected need for technical customizations is low, any organizations requiring non-standard technical scripting or coding customizations will be billed on a time and materials basis at the MHC hourly rate of \$175/hour for the technical support. 	<p>Included</p> <p>Optional support for non-standard Planning & Analysis efforts may be recommended during the course of the project at \$175/hour</p> <p>Optional support for non-standard Development efforts is billable at \$175/hour</p>

Service	Description	Price
Software Maintenance	<p>Software maintenance entitles the customer to:</p> <ol style="list-style-type: none"> Software upgrades for licensed application components sold and licensed by MHC Software support and training services via toll-free phone number and web meetings Software for components licensed by MHC that supports the continuing compatibility with existing ERP/integrated business application software that has been upgraded (i.e., as customers upgrade integrated business functionality from one release to the next, they can work with MHC to plan and maintain compatible MHC functionality without re-licensing the software); maintenance does not include support for additions to ERP/integrated business applications, a change of ERP/integrated business application nor technological platform changes for MHC or ERP/integrated business applications nor the services required to support customer-initiated changes other than those listed above 	<p>\$2,844</p> <p>20% of the then-current perpetual license list prices, annually</p>



Accounts Payable Automation powered by MHC NorthStar

MHC NorthStar for AP is an end-to-end AP automation platform that enables accounts payable teams to digitize and simplify invoice and payment processing. Organizations leverage the platform to improve efficiency, minimize exception processing, strengthen vendor relationships, reduce ongoing expenses related to manual invoice data entry, and expand visibility into the status and timing of AP processes.

MHC NorthStar for AP solution packages are structured to allow organizations to pay for what they need, as a right-sized solution. Three packaged tier levels are available: Essentials, Enterprise, and Enterprise Plus. Functionality varies depending upon the tier level.

MHC NorthStar for AP Functionality

***AP Invoice Processing (Not in current scope or pricing)

- Intelligent capture/OCR
- Manual invoice upload
- Invoice coding
- Invoice approvals
- Invoice routing
- Image drill (links to images from supported ERP pages)

AP Payment Processing

- ACH Payments
- Vendor remittance notifications
- Printed checks
- AP positive pay
- Invoice-Payment image linking

Automation Features

- Flexible workspaces and projects to manage document types
- Design workflow automations via a no-code model
- Create content with email distributions via a no-code model

AP Invoice	
AP Invoice Tier	None
Intelligent Capture/OCR	No
Invoice Page Qty* Calculated	0
Invoice Qty by year	0

AP Invoice	
Invoice Page Qty* Calculated	0
Invoice Qty by year	0

AP Payment	
AP Payment Tier	Essentials
AP Payment	Yes
Payment Count by year	110,000

EXHIBIT B

LICENSE REQUIREMENTS FOR DOCUMENT EXPRESS

Licensing for the Document Express System is based on Seat and/or Site as defined below. This Exhibit lists the allowed licensing for each main Document Express product (Document Express Payroll, Document Express Accounts Payable, Document Express Forms or any of the Document Express Tax Modules) and additional modules or add-on components that are licensed in the same manner as the main product.

Standalone Computer Use

A “Seat” (hereinafter Seat) is defined as a copy of the Software being loaded on a single computer. For the Document Express Software Products listed below, the Customer must acquire one copy of the Software for each computer (Seat) on which the Software will be installed (OR alternatively, license Document Express for Site Use). One backup or archival copy of the software may also be loaded on a computer and used for processing (Backup Seat). The Customer may only use the Document Express software products at the sites listed below

Site License Use

A site is defined as a specific office building with a specific address, or a contiguous group of buildings at a “campus” location. The Customer may use the Software Products at the number of sites listed in Exhibit X.

EXHIBIT C

MHC SOFTWARE INVOICES

**MHC**

MHC Software
 12000 Portland Ave S, Suite 230
 Burnsville MN 55337
 Tel: (800) 588-3676
 Tax ID: 84-2954086

Invoice #: INVMH52322
Invoice Date: 5/23/2022

Bill To

Fort Bend County, TX
 4520 Reading Road
 Rosenberg, TX 77471

Ship To

4520 Reading Road
 Rosenberg, TX 77471
 United States

TOTAL in US Dollars

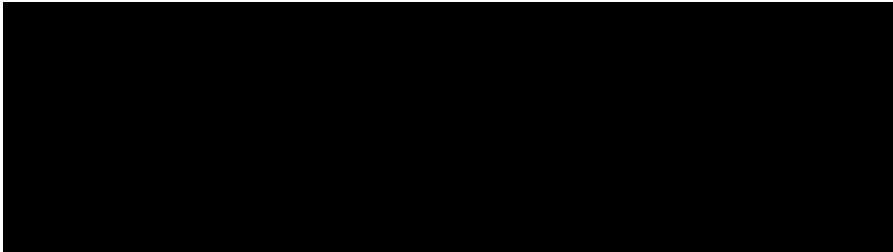
\$26,120.00

Terms	Due Date	PO #	Sales Rep	MHC Order #		
Net 30	6/1/2022			OP# 00004217		
Qty	Item	Term Start/End Date	Taxable	Rate	AMOUNT	
1	LIC-MHC-DEPR DOCUMENT EXPRESS PAYROLL			\$ 14,420.00	\$ 14,420.00	
1	SVC-NTS-SETUP NORTHSTAR AP AUTOMATION			\$ 11,700.00	\$ 11,700.00	

SUBTOTAL	\$ 26,120.00
Shipping Cost	
Total Tax %	
AMOUNT DUE IN USD	26,120.00

Check Payments:

MHC Software Holdings &
 Subsidiaries
 P.O. Box 772854
 Detroit, MI 48277-2854



Please send remittances for Wire and ACH payments to accounting@mhcautomation.com

**MHC**

MHC Software
 12000 Portland Ave S, Suite 230
 Burnsville MN 55337
 Tel: (800) 588-3676
 Tax ID: 84-2954086

Invoice #: INVMH52322.2
Invoice Date: 5/23/2022

Bill To

Fort Bend County, TX
 4520 Reading Road
 Rosenberg, TX 77471

Ship To

4520 Reading Road
 Rosenberg, TX 77471
 United States

TOTAL in US Dollars

\$40,294.00

Terms	Due Date	PO #	Sales Rep	MHC Order #		
Net 30	6/1/2022			OP# 00004217		
Qty	Item	Term Start/End Date	Taxable	Rate	AMOUNT	
1	90MNT-MHC-MAINT MTNC FEE FOR INITIAL 90 DAYS	TBD*		\$ 100.00	\$ 100.00	
1	MNT-MHC-DEPR DE PAYROLL MODULE MAINTENANCE	TBD*		\$ 2,844.00	\$ 2,844.00	
12	MTS-NTS-PAYEES NORTHSTAR AP AUTOMATION	6/1/2022-5/31/2023		\$ 3,112.50	\$ 37,350.00	
* Subject to actual date of license install						

SUBTOTAL	\$ 40,294.00
Shipping Cost	
Total Tax %	
AMOUNT DUE IN USD	40,294.00

Check Payments:

MHC Software Holdings &
 Subsidiaries
 P.O. Box 772854
 Detroit, MI 48277-2854



Please send remittances for Wire and ACH payments to accounting@mhcautomation.com

**MHC**

MHC Software
 12000 Portland Ave S, Suite 230
 Burnsville MN 55337
 Tel: (800) 588-3676
 Tax ID: 84-2954086

Invoice #: INVMH5123.2
Invoice Date: 5/1/2023

Bill To

Fort Bend County, TX
 4520 Reading Road
 Rosenberg, TX 77471

Ship To

4520 Reading Road
 Rosenberg, TX 77471
 United States

TOTAL in US Dollars

\$40,194.00

Terms	Due Date	PO #	Sales Rep	MHC Order #		
Net 30	6/1/2023			OP# 00004217		
Qty	Item	Term Start/End Date	Taxable	Rate	AMOUNT	
1	MNT-MHC-DEPR DE PAYROLL MODULE MAINTENANCE	TBD*		\$ 2,844.00	\$ 2,844.00	
12	MTS-NTS-PAYEES NORTHSTAR AP AUTOMATION	6/1/2023-5/31/2024		\$ 3,112.50	\$ 37,350.00	
* Subject to actual date of license install						

SUBTOTAL	\$ 40,194.00
Shipping Cost	
Total Tax %	
AMOUNT DUE IN USD	40,194.00

Check Payments:

MHC Software Holdings &
 Subsidiaries
 P.O. Box 772854
 Detroit, MI 48277-2854



Please send remittances for Wire and ACH payments to accounting@mhcautomation.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-928882

Date Filed:
08/31/2022

Date Acknowledged:
09/06/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MHC Software Holdings, Inc.
Burnsville, MN United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 22-091
Check Print Software Replacement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)