

Lake County Board of County Commissioner’s Public Safety and Development Services is seeking proposals from qualified vendors for the purchase, installation, training and maintenance from a hosted Time and Attendance System with leave management and scheduling capabilities which must integrate with the County’s current and future Tyler Technologies MUNIS Financial/HR/payroll Software System. Lake County Board of County Commissioners will not consider a solution that does not integrate with Tyler Technologies MUNIS Financial/HR/payroll Software System. The vendor’s product shall have the capability to integrate with the County’s hardware and software as described above. The vendor must describe any interface required to integrate with this environment. The vendor shall be required to work closely with the County’s Information Technology Department in assuring that the hardware and software proposed will in no way comprise the security of the County’s communication and information infrastructure.

1. Lake County’s Public Safety and Development Services employs approximately 430 employees within the Office of Fire Rescue, Public Safety Support and Emergency Medical Services (EMS) which are paid on a bi-weekly basis and are considered either hourly (non-exempt) or salaried (exempt). Several different work schedules are utilized depending on the Office. Public Safety employees operate on a 7-day, 14-day or 28-day work period for purposes of calculating overtime. Offset Time (non-FLSA Compensatory Time) may be used by some departments. Employees report to work at several different facilities throughout the County.

2. Payroll Requirements for EMS (Estimated 150 employees) and Public Safety Support (Estimated 60 employees)

Non-exempt employees receive overtime compensation at a rate of one-and-a-half times their regular rate of pay for any hours worked in excess of 40 productive hours per work week, in accordance with applicable provisions of the FLSA. Non-productive hours will not be considered when calculating overtime compensation and result in straight overtime, or overtime paid at the regular rate. Certain employees in Public Safety Support also receive on call pay and on call overtime. Exempt employees do not receive overtime. During emergency periods, other pay rules apply, and time is tracked by emergency pay codes.

3. Payroll Requirements for Fire Rescue (Estimated 220 employees)

This is a union contract where employees are paid overtime using the FLSA section 207(k) exemption, where qualifying employees can work up to 212 hours in the 28-day work cycle before earning overtime at a rate of one-and-a-half times their regular rate. Non-productive hours will not be considered when calculating overtime compensation and result in straight overtime, or overtime paid at the regular rate. Currently employees are paid 106 hours on the first bi-weekly pay period of the 28-day cycle. A file is imported for the second pay period that posts any leaves and overtime for the 28-day cycle. Exempt employees do not receive overtime. Certain employees also receive on call pay and on call overtime.

4. Completion of Work From Date of Purchase Order

4.1. The first phase of installations for the Office of Fire Rescue’s completion date must not exceed ninety (90) calendar days after date of purchase order unless there has been a written agreement stating otherwise between the firm and Lake County.

- 4.2. All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the firms, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the firm. In these cases, the firm shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.
- 4.3. Should the firms to whom the contracts is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the firm and to secure the services of another firm to complete the work. If the County exercises this authority, the County will reimburse the firm for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the firm, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another firm.

5. Acceptance of Goods or Services (Installation Phase)

- 5.1. The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
- 5.2. Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the firm, to include return of any non-compliant goods to the firm at the firm’s expense, requiring the firm to either provide a direct replacement for the item, or a full credit for the returned item. The firm shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.
- 5.3. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

6. Access to the County System

- 6.1. The County, in its sole discretion, may permit the Contractor to have on-line access to designated computer systems of the County in order to facilitate the Contractor’s ability to perform its obligations under this Agreement. Such access shall be used only in furtherance of the Contractor’s duties under this Agreement and may not be used for any other purpose. If such access is granted, the Contractor shall give to the County the names

of the Contractor's employees who have a legitimate business need for such access to the County's computer systems, and the County shall provide a separate user identification code for each person, if applicable.

- 6.2. The Contractor, at its own expense, shall provide and maintain any hardware, telecommunications services and software not furnished by the County which is needed to communicate reliably with the County's computer systems. The County, in its sole discretion, may terminate the Contractor's access to the County's computer network at any time. The Contractor shall ensure that: (a) computer access is limited to those employees with a legitimate business need whose names have been furnished to the County; and (b) such employees with access agree to keep any information so obtained strictly confidential, to use such information only to perform the Contractor's contract obligations to the County and to cease accessing the County's computer systems when no longer required to perform work under this Agreement.
- 6.3. The Contractor shall promptly notify the County if it becomes aware of any unauthorized access to the County's computer systems or unauthorized use of the information on the systems. Any information to which the Contractor, its officers, employees, subcontractors or agents becomes privy as a result of such access shall be deemed proprietary information and protected by the provisions of this Agreement.
- 6.4. The Contractor shall cooperate with the County in the investigation of any apparent unauthorized access by the Contractor to the County computer or electronic data storage systems or unauthorized release of the County proprietary information by the Contractor. The Contractor warrants and agrees that its personnel will not remotely access the County's system from a networked computer unless the network is protected from all third-party networks by a firewall that is maintained with all patches up to date by an administrative staff. Said firewall must be certified by the International Computer Security Association (ICSA) (or an equivalent certification as determined by the County) if the connection to the County's network is an ongoing connection such as broadband or Metro Ethernet.

7. Alternate Offers May be Considered

The County will consider alternate offer's from a firm which has submitted a primary offer for this solicitation; provided that the firm of record for both the primary and alternate offer is the same entity, and that the alternate offer provides a different product or level of service that meets or exceeds the contract requirements. In order for the County to consider an alternate offer, the firm shall provide a complete and separate proposal and shall include the same degree of detail and description specified as the primary offering. The County reserves the right to consider and award, based on the County's best interests, any alternate offer based on the method of award prescribed in this solicitation.

8. Competency of Firm and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the firm's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Firms must demonstrate that they have sufficient financial support and organization

to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the firm intends to sub-contract any part of its work to another firm, or will obtain the goods specifically offered under this contract from another source of supply; the firm may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a firm to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any firm responding hereunder, including past performance with the County, in determining firm responsibility for the purposes of selecting a firm for contract award.

9. Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

10. Data Security

10.1. With respect to the System and environment the Contractor uses to provide services, including those for data storage and transmission, the Contractor agrees as follows:

10.1.1. Ownership of County Data. Lake County is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed Software ("County Data"). Notwithstanding anything to the contrary contained in this Agreement, the County shall have the right to use the Contractor's Licensed Software to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed Software and/or to generate reports from such data, files or information. Contractor acknowledges and agrees that the County is the owner and custodian of said data, compilations and information whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed Software in relation to such information or data does not in any way restrict County in the County's rights of disclosure of its data and information.

10.1.2. County Proprietary Information. After notification of Contract award and prior to commencement of work, the Contractor shall conduct background screening for all of its employees and approved contractors or subcontractors who provide services to the County or have access to the County proprietary information, including, without limitation, criminal background checks. In addition, the Contractor shall train its employees and approved contractors and subcontractors who handle the County proprietary information on security standards and activities. The Contractor shall take necessary security measures to ensure that the County proprietary information cannot be downloaded to or printed from any devices that its employees, contractors or subcontractors use, including, and without limitation, desktops, laptops, and USB flash drives.

10.1.3. County Data. In storing or processing the County Data, the Contractor shall not comingle the County Data with any data from Contractor's other clients.

- 10.1.4. Security Operating Protocols. The Contractor shall employ generally accepted industry security methods and internal security operating protocols to prevent intrusion into the service the Contractor provides to the County or interception of data or communications by unauthorized third parties. Such practices shall include, without limitation: encryption of data for storage and for transmission; firewall protection; password protection; review of firewall logs and intrusion detection notifications daily; and update of virus definitions and security patches on an as-needed basis.
- 10.1.5. Hosting Provider. The Contractor shall only use servers located in secure facilities in the U.S. and administered by a third-party hosting provider (“Hosting Provider”) to provide services to the County. The Contractor represents and warrants that each Hosting Provider used by the Contractor will cause to be conducted, on at least an annual basis, an SSAE 16 Type II (or equivalent) security audit by a reputable security specialist who shall identify in a written report (a copy of which shall be promptly delivered to the County upon request and which shall be the Contractor’s Proprietary Information) any readily identifiable security vulnerabilities in connection with the applicable Hosting Provider’s services that the Contractor uses and the operating environment thereof.
- 10.1.6. County Data Location. Except for sending the County Data to the County, the Contractor shall keep the County Data solely in its Hosting Provider’s facility or facilities located in the United States and shall not allow such data to leave such facility or facilities in any form.
- 10.1.7. Security Breach. Within twelve (12) hours of discovery, the Contractor shall notify the County should it discover any breach of the security provisions set forth in this Agreement or a loss, interception, unauthorized disclosure or other compromise of the County Data and shall immediately coordinate with the County to investigate and remedy such breach(es) in a diligent and timely manner. Except as may be strictly required by applicable law, the Contractor agrees that it will not inform any third party of any such security breach involving the County Data without the County’s prior written consent; however, if such disclosure is required by applicable law, the Contractor agrees to work with the County regarding the content of such disclosure so as to minimize any potential adverse impact upon affected parties.
- 10.1.8. Backup Materials. The Contractor shall maintain backup servers as well as a complete and current backup copy of the System that the Contractor uses to provide services to the County and the data processed through the System (“Backup Materials”). Backup Materials shall be maintained at a separate physical location located in the United States. If access or use of the service is interrupted, the appropriate backup shall be activated within four (4) hours to minimize disruptions.

11. Deficiencies in Work to be Corrected by the Firm (Before license is effective)

- 11.1. All deficiencies in work shall be corrected before payment on installation phase is made, and prior to the software license effective date.

11.2. The firm shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the firm by the County's project administrator, who may confirm all such verbal reports in writing. The firm shall bear all costs of correcting such rejected work. If the firm fails to correct the work within the period specified, the County may, at its discretion, notify the firm, in writing, that the firm is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the firm fails to correct the work within the period specified in the notice, the County shall place the firm in default, obtain the services of another firm to correct the deficiencies, and charge the incumbent firm for these costs, either through a deduction from the final payment owed to the firm or through invoicing. If the firm fails to honor this invoice or credit memo, the County may terminate the contract for default.

12. Demonstration of Product(s) May Be Required During Evaluation

12.1. After receipt of offers by the County, the firms may be required to demonstrate their specifically offered product(s) to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the product(s) in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the firm of such in writing and will specify the date, time and location of the demonstration. If the firm fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that firm's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the product(s) in conformance with the specifications and its decision shall be final.

12.2. The product(s) used for the demonstration shall be the same as that identified in the firm's offer. Accordingly, the product(s) used in the demonstration shall create an express warranty that the actual product(s) to be provided by the firm during the contract period shall conform to the product(s) used in the demonstration. The firm shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

13. Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The firm shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

14. Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

15. Materials Shall be New and Warranted Against Defects

The firm hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the firm in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the firm are found to be defective or do not conform to specifications: (1) the materials may be returned to the firm at the firm's expense and the contract cancelled or (2) the County may require the firm to replace the materials at the firm's expense.

16. Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

17. Ownership of Documents

All reports, documents, information, presentations, and other materials prepared by the Contractor in connection with this Agreement are Lake County's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by Lake County shall remain the sole property of Lake County, and except for the Contractor's limited possession for the purpose of carry out this Agreement, shall be returned to Lake County at the conclusion of this Agreement. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

18. Ownership of County Intellectual Property

Contractor agrees that all domain names registrations, SSL certificates, personal name SLDs, e-mail addresses, other registrations, and trade names or trademarks that County owns prior to or acquires under this Agreement, whether purchased by the County or by Contractor for the specific benefit of the County under this Agreement shall be owned by the County with all rights of title, interest, and possession. As such, Contractor agrees that County shall have immediate and unfettered access to and the use and benefit of County's domain name registrations, SSL certificates, Personal name SLDs, and trade names, trademarks at any time, including upon the termination of this Agreement by either party. Contractor further agrees that County's domain names, SSL certificates, personal name SLDs, trade names or trademarks shall not be used by

Contractor or its subcontractors unlawfully or allow unauthorized access to County's data in County systems or networks.

19. Patents and Royalties

- 19.1. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.
- 19.2. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.
- 19.3. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:
 - 19.3.1. The Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
 - 19.3.2. The Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

20. Public Records/ Copyrights

- 20.1. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

- 20.2. Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

21. Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the firm to obtain a price quote for the similar or ancillary items.

22. Reporting During Process

- 22.1. During the initial term of the contract the Contractor shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the County's Project Manager and/or designated representative. The County's Project Manager and designated representative shall be identified upon award.
- 22.2. The Contractor shall provide periodic progress reports. The specific report schedule will be determined during Contract negotiations and prior to award of final Contract. The progress report shall be made available in an electronic format compatible with Microsoft Word, outlining the following:
- 22.2.1. The status of all project tasks;
 - 22.2.2. A summary of any meetings and/or training held during the reporting period;
 - 22.2.3. An indication of any delays or anticipated delays in meeting target completion dates;
 - 22.2.4. An explanation of the reasons for any delays or anticipated delays; and
 - 22.2.5. A proposed plan to resolve issues and delays.

23. Return of Assets

Except as otherwise provided in the contract, or upon termination of the contract, the Contractor shall return all County-owned assets including, but not limited to, stored data and information.

24. Right to Require Performance

- 24.1. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- 24.2. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting

additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

25. SOC 2 Requirements

A SOC 2 Type 2 report is required if the proposed solution will hold personally identifiable information (PII) or patient health information (PHI). The report should cover your organization and not just a third party such as your hosting provider. If your product relies on other third-party vendor to handle PII or PHI data, a SOC 2 report from the vendor is also required.

26. Software

26.1. The successful Contractor shall warrant that all licensed software shall perform in all material respects in accordance with the requirements and specifications as stated in this solicitation and any statement of work that is a deliverable or product of this solicitation on the hardware and third-party software specified by the Contractor. That is, the detailed requirements as stated in this solicitation and Contractor's response shall become part of the awarded Contractor's Contract and shall be warranted as such. The Contractor shall warrant that the content of its proposal accurately reflects the software's capability to satisfy the Scope of Services as included in this solicitation. Furthermore, the warranty shall be valid for a period of twelve (12) months at minimum from Final Project Acceptance.

26.2. The Contractor shall also warrant that the software and accompanying documentation do not infringe on the patent, copyright, trademark, or other proprietary rights of any third party and that the Contractor has undisputed title to such software and documentation; that the software is the Contractor's most recent release, and that the software is free from defects in workmanship and material, and is in conformance with all specifications set forth in the Contract, the Contractor's proposal, and the software documentation.

27. Software, Hardware, or Other Technical Maintenance

The Contractor shall provide all necessary maintenance on a turnkey basis during the term of the Contract. This may include software, hardware, or other technical maintenance.

28. Software Releases/Upgrades during Warranty & Term of Maintenance Agreement

The County shall be entitled to any and all releases of the software and upgraded versions of the software covered in the Contract that becomes available from the successful Contractor at no charge during the warranty period and through the duration of the maintenance agreement period. The maximum charge for any upgrade after the expiration of the warranty period and the software maintenance agreement period shall not exceed the total difference between the cost of the County's current version and the price at which the Contractor sells or licenses the upgraded software under similar circumstances. If software is customized for the County, the Contractor shall be compensated at an agreed-upon rate.

29. Special Notice to Vendors Regarding Federal and/or State Requirements

29.1. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 29.1.1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 29.1.2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

30. Term of Software License

- 30.1. Unless otherwise stated in this RFP, the County expects that the software license(s) identified in the pricing schedule shall be available to the County for purchase or lease on a perpetual basis. However, the County reserves the right to terminate the license at any time, although the mere expiration or termination of the awarded Contract shall not be construed as intent to terminate the license unless specifically so stated.
- 30.2. CANCELLATION OF A PORTION OF THE PERPETUAL LICENSE SHALL NOT AFFECT THE PERPETUAL LICENSE OF ANY OTHER PORTION OF THE SOFTWARE. ALSO, CANCELLATION OF MAINTENANCE SUPPORT ON SOME OR ALL OF THE SOFTWARE PURCHASED SHALL NOT AFFECT THE PERPETUAL LICENSE OR BE A CAUSE FOR REPRICING OF ANY LICENSE. The County further reserves the right to transfer all rights under the license to another governmental agency to which some or all of its functions are transferred.

31. Third Party Acquisition of Software

The Contractor shall notify the County in writing should the intellectual property, associated business, or all of its assets be acquired by a third party and agree that the contract's terms and conditions, including any and all license rights and related services, will not be affected by any such acquisition. The Contractor must agree that prior to completion of the acquisition, the Contractor shall obtain, for the County's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the awarded Contract.

32. Title to Software

By submitting a proposal, each Contractor represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the awarded Contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

33. Training Courses to be Provided

The vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

34. Training Manuals to be Provided

The vendor shall supply the county with comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manuals will be supplied prior to, or upon, delivery of the equipment. Final payment will be withheld until such time as these manuals are received by the County.

35. Warranty

- 35.1. The System, during the term of the Contract and any renewals thereto, is warranted by Contractor to provide the functions, features and capabilities specified and described in the Contract. Contractor further warrants and represents that the System and its software components shall operate together as a whole to perform the functions in the manner specified and delineated in the Contract; and that no other County hardware except hardware provided by County under this Contract or Licensed Software is required to be purchased or installed by County to host the System. County shall be responsible for acquiring and maintaining its own personal computers necessary to access the System. Contractor expressly warrants that each module of the System shall be free from reproducible Defects that cause the System to fail to conform to the operational and performance specifications as set forth in the Contract. Contractor makes the foregoing warranty for the System for a minimum period of one (1) year after Final System Acceptance by County, and for the duration of any maintenance and support agreement covered in by the Agreement or incorporated into the Agreement for so long as the County pays the annual recurring fee.
- 35.2. Contractor does not warrant that the operation of Licensed Software and its updates will be uninterrupted or error free.
- 35.3. ANY WARRANTIES PROVIDED HEREUNDER SHALL BE VOID IF FAILURE OF THE LICENSED SOFTWARE HAS RESULTED FROM AN ACT OF GOD OR ABUSE OR MISUSE BY THE COUNTY.
- 35.4. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY IMPLIED OR OTHER WARRANTIES NOT OTHERWISE EXPRESSED IN THIS AGREEMENT.
- 35.5. Contractor also warrants that the System is free from viruses and/or malicious software which would prevent the System from being operated as described and set forth in the Contract.

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