

Vancie

## REQUIREMENTS AGREEMENT C-08-386-12-23

THIS AGREEMENT (the "Agreement") is entered into effective as of 23<sup>rd</sup> by and between **Ruperto Lee Gonzalez d/b/a Lava Concepts & Consulting, Sole Proprietor** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Time Clock (Equipment and Warranty)**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best proposal to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Time Clock (Equipment and Warranty)**" in the areas of **HIDALGO COUNTY** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

3. Contractor agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any



parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
  - (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
  - (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON: \_\_\_\_\_

HIDALGO COUNTY

\_\_\_\_\_  
Juan D. Salinas, III, County Judge

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Date: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P

By: SLC  
Stephen L. Crain

Date: 12-12-08

**EXHIBIT “A”**  
**SPECIFICATIONS/REQUIREMENTS**

**EXHIBIT A  
REQUIREMENTS  
HIDALGO COUNTY  
REQUEST FOR PROPOSAL**

**“TIME CLOCK (Equipment and Warranty)”**

**RFP NO: 2008-386-10-15**

**HIDALGO COUNTY  
REQUEST FOR PROPOSAL  
“TIME CLOCK (Equipment and Warranty)”  
RFP NO: 2008-386-10-15**

**Overview:**

The County of Hidalgo is seeking to engage Proposer's to furnish a TIME CLOCK (Equipment and Warranty) and ***“Must be compatible with Hidalgo County's current proprietary Time and Attendance Applications”***. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **“TIME CLOCK (Equipment and Warranty)”** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 15, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **“TIME CLOCKS (Equipment and Warranty)”** selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:  
RFP Number: 2008-386-10-15-VYG

|   |  |
|---|--|
| <u>US Postal Mail Address:</u><br>Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2812 S. Business Hwy 281<br>Edinburg, Texas 78539 | <u>Physical Address:</u><br>Martha L. Salazar, CPPB, Purchasing Agent<br>Hidalgo County Purchasing Department<br>Administration Building<br>2802 S. Business Hwy. 281<br>Edinburg, Texas 78539 |
|---|--|

**The Submittal Envelope Must Show The RFP Number, Name And Opening Date.**

The following outlines the Request For Proposals:

**SECTION I -GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, October 8, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 10, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER’S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer’s Affidavit (attached herein in **Exhibit E**) certifying that the submission is (I) not the result of Collusion as described in the Proposer’s Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**DURATION OF CONTRACT:** The initial term of the contract shall be for One Year, with the County's option for an additional One Year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Warranty and Support Requirements in *Exhibit "A"*.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

**SECTION II - RFP REQUIREMENTS**

**REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

**PROPOSER'S QUALIFICATIONS:**

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

**PERSONNEL AND STAFFING:**

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

**REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

**If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

**SCOPE OF SERVICES:**

**HARDWARE REQUIREMENTS**

1. The time clock must provide biometric finger scanning capabilities.
2. The time clock must have at least 512K of RAM.
3. The time clock must have at least 256K of programmable flash memory.
4. The time clock must work in a single or multi-clock environment.
5. The time clock must be EIA Standard RS232 or RS485 compatible.
6. The time clock must provide an Ethernet 10/100 Base T with DHCP.
7. The time clock must have HID ProxPoint capabilities.
8. The time clock must provide power over Ethernet PoE capabilities.
9. The time clock must have optional support for a UPS System.
10. The time clock must have on-board setup and diagnostic utilities.
11. The time clock must have a four-line display.
12. The time clock must accept both 12 and 24-hour formats.
13. The time clock must be able to stand-alone and connect on demand or at pre-scheduled times to Hidalgo County's time clock server.

**PROGRAMMING REQUIREMENTS**

1. The time clock must provide programming capabilities to interface with Hidalgo County's existing time clock software.
2. The programming application must be able to define commands by transaction type: On-line interactive, batch mode, or Internet mode.
3. The programming application must be able to provide complete control over the entry, filtering, and validation of data.
4. The programming application must be able to validate tables, manage schedules, employees, and departments.
5. The programming application must be able to provide Biometric template management.

6. The programming application must be able to provide several levels of supervisor override capabilities.
7. The programming application must allow for PIN's to be attached to employees or selected functions.
8. The programming application must be able to define meal and grace periods and lengths.
9. The programming application must support WEM encryption.
10. The programming application must allow for employee prompting, which includes messages that can be changed, updated for one or all employees and support multiple languages.
11. The programming application must be able to display the employee name at punch.
12. The programming application must be able to define badge number length with or without padding.
13. The programming application must provide supervisor levels to be linked to an employee to control schedule overrides, miss punches, and biometric enrollment.
14. The programming application must be able to restrict the times employee can punch in or out including grace periods.
15. The programming application must provide employees to view schedules, week-to-date hours, and last punch.
16. The programming application must provide the ability to actuate bells/alarms.
17. The programming application must be able to provide a valid table of badges that can be set up for visiting employees with expiration dates.
18. The programming application must automatically adjust for Daylight Savings Time.
19. The programming application must restrict employees from double punching by not allowing the employee to use the clock for a defined period of time from the last punch.

### **WARRANTY and SUPPORT REQUIREMENTS**

1. Must be able to provide on-hand local support.
2. Must be able to provide a 24-hour quick exchange on all time clocks under warranty.
3. Must be able to provide training to departments and staff on time clock

4. Must be able to provide a yearly warranty and support agreement.
5. Must be able to provide a four-hour response to all support issues.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires one (1) original submittal and seven (7) copies.

**SECTION III – SELECTION/EVALUATION/RANKING**

**SELECTION/EVALUATION/RANKING PROCESS:**

The evaluation consists of a 100-point scoring system based on the “Evaluation Criteria”- Exhibit B. Those found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and the best interest of, the County.

The County’s IT Director-Renán Ramierz, will review all proposals for completeness. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. Cost will be evaluated on an equal basis with the technical criteria.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this “Request For Proposals”.

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

**1. Responsiveness to the Request for Proposal (25 Points)**

- a) Requested information included and thoroughness of response.
- b) Understanding and acceptance of the scope of service.
- c) Acceptance of the RFP and Contract requirements.
- d) Clarity and conciseness of the response.

**2. Economic evaluation of the Proposed Fee Schedule (50 Points)**

**3. Capability to provide the services requested (25 Points)**

- a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity.
- b) Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
- c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
- d) Other resources, including total number of employees.
- e) References with contact names and telephone numbers.

**NEGOTIATION PROCESS:**

Compliance with all requirements and scope of services of RFP, the most proposed productive, qualified, experience, efficient and effective proposal in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the RFP. Accuracy and completeness are essential and Hidalgo County reserves the right to reject any and all RFPs.

**RFP SUBMITTED TO:** An original and seven (7) copies of RFPs should be submitted to:

|   |  |
|---|--|
| <p><b><u>US Postal Mail Address:</u></b><br/>         Martha L. Salazar, CPPB, Purchasing Agent<br/>         Hidalgo County Purchasing Department<br/>         Administration Building<br/>         2812 S. Business Hwy 281<br/>         Edinburg, Texas 78539</p> | <p><b><u>Physical Address:</u></b><br/>         Martha L. Salazar, CPPB, Purchasing Agent<br/>         Hidalgo County Purchasing Department<br/>         Administration Building<br/>         2802 S. Business Hwy. 281<br/>         Edinburg, Texas 78539</p> |
|---|--|

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, October 15, 2008.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**EXHIBIT “B”  
PAYMENT SCHEDULE  
BEST AND FINAL OFFER  
(BAFO)**




**Re: Re: Negotiation Process For RFP NO: 2008-386-10-15-TIME CLOCKS (Equipment and Warranty)**

Tuesday, December 9, 2008 3:04 PM

**From:** "Lee Gonzalez" <lee@lavaconcepts.com>

**To:** garcia\_vangie@yahoo.com

**Cc:** renan@co.hidalgo.tx.us, martha.salazar@co.hidalgo.tx.us, darlene.betancourt@co.hidalgo.tx.us

 Time Clock Final Quote001.pdf (1142KB)

Attached is my best and final offer.

Thank You,

Lee Gonzalez  
LAVA Concepts & Consulting  
(956)648-9559

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**From:** Vangie Garcia <garcia\_vangie@yahoo.com>

**To:** lee@lavaconcepts.com

**Cc:** renan@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us

**Sent:** Tuesday, December 9, 2008 11:43:12 AM

**Subject:** Fw: Re: Negotiation Process For RFP NO: 2008-386-10-15-TIME CLOCKS (Equipment and Warranty)

### FINAL NOTICE

Lee,

Just to let you know that I need to close out this project by the end of this month. I need you "Best And Final Offer" for the above-referenced project. Please remit by today, December 9, 2008, 4:00 p.m. .

I spoke to Shelley from your office yesterday, Monday, December 8, 2008 and she assured me that you would submit and respond by the end of the day, which I did not receive. Let this notice serve as a final attempt in requesting for a "Best And Final Offer".

Should you have any questions, please call me. Thank you.

--- On Fri, 12/5/08, Vangie Garcia <garcia\_vangie@yahoo.com> wrote:

From: Vangie Garcia <garcia\_vangie@yahoo.com>

Subject: Fw: Re: Negotiation Process For RFP NO: 2008-386-10-15-TIME CLOCKS (Equipment and Warranty)

To: lee@lavaconcepts.com

Cc: renan@co.hidalgo.tx.us

Date: Friday, December 5, 2008, 9:59 AM

**Hidalgo County**

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building; 2802 S. Business Hwy, 281  
Edinburg, Texas 78539



## Time Clock Quote

This quotation is the final price based upon final negotiations and may not be subject to change.

| Item #  | Description  | Qty | Unit Price    | Subtotal      |
|---|--|-----|---------------|---------------|
| <b>Hardware Solution</b>  |  |     |               |               |
|   | Lava Series 2 with E-Finger Scanner Base Unit<br>Includes Ethernet 10/100Base T w/DHCP<br>(Add \$50 for Power Supply if not using PoE) | 1   | \$2300        | <b>\$2500</b> |
|   | HID ProxPoint Reader   | 1   | 400           | <b>\$400</b>  |
|   | PoE Board  | 1   | 200           | <b>\$200</b>  |
|   | UPS  | 1   | 100           | <b>\$100</b>  |
| <b>Optional Maintenance Solution</b>  |  |     |               |               |
|   | Annual Quick Exchange Hardware Support   | 1   | \$600         | <b>\$600</b>  |
|   |  |     |               |               |
|   |  |     | <b>Total:</b> | <b>\$3800</b> |
| <b>The Annual Quick Exchange Hardware Support is included for the first year on Purchases over 10 units</b> |  |     |               |               |
| <b>Pricing Includes all items discussed in the RFP Requirements Letter and Final Negotiations</b>           |  |     |               |               |

Ruperto Lee Gonzalez  
Printed Name

12/09/2008  
Date

[Signature]  
Signature

Owner  
Title

**Request for Proposal**  
**"HIDALGO COUNTY-TIME CLOCK (EQUIPMENT and WARRANTY)"**  
**RFP NO: 2008-386-10-15-VYG**

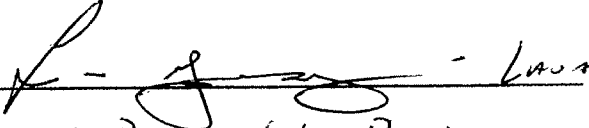
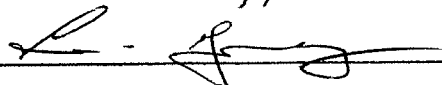
To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:  - Laura Concepts & Consulting  
Address: 135 Paseo del Prado  
Suite #55  
Edinburg, TX 78539  
By:   
Printed Name: Roberto Lee Gonzalez

# Annual Quick Exchange Hardware Support

The Annual Quick Exchange Hardware Support provides coverage for mechanical failure, electrical failure, or failure due to normal wear and tear. If the time clock fails due to an Operational Failure, Lava Concepts & Consulting will repair the time clock within 30 days if repairable, or if not repairable, Lava Concepts & Consulting will replace it with the same or a time clock of comparable kind and quality, within twenty-four hours. A loaner time clock can be requested if a time clock is under repair. Replacement equipment may be reconditioned. If you receive a replacement time clock, Hidalgo County needs to return the malfunctioning time clock or pay a non-returned equipment charge of \$3000.

The Program does not cover:

1. Abuse, misuse, water damage, or negligence.
2. Incidental or consequential damages.
3. Cracked displays unless resulting from normal wear and tear or defect in parts or manufacturing.
4. Changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the time clock however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the time clock.
5. Failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements.
6. UPS battery.

**EXHIBIT “C”**  
**INSURANCE REQUIREMENTS**

|  |   |                   |
|--|---|-------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>  |   | DATE<br>4/22/2008 |
| <b>PRODUCER</b><br>TECHINSURANCE<br>1301 Central Expy South, Suite 115<br>Allen, TX, 75013<br>(800) 668-7020   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                   |
| <b>INSURERS AFFORDING COVERAGE</b>   |   |                   |
| <b>INSURED</b><br>Ruperto Lee Gonzalez dba Lava Concepts & Consulting<br>3908 Warbler Ave<br>Mcallen, TX 78504 | INSURER A: The Hartford<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:   |                   |

| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |  |               |                                  |                                   |   |
|---|--|---------------|----------------------------------|-----------------------------------|---|
| INSUR LTR   | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
| A   | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENTL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 46SBMUB0851   | 3/27/2008                        | 3/27/2009                         | EACH OCCURRENCE \$ 1,000,000  |
|   | DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPOP AGG \$ 2,000,000   |               |                                  |                                   |   |
|   | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                  |                                   | COMBINED SINGLE LIMIT (EA accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$ |
|   | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|   | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$  |               |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$  |
|   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |               |                                  |                                   | WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                          |
|   | <b>OTHER</b><br>PROFESSIONAL LIABILITY (Errors & Omissions)<br>FIDELITY BOND (Third Party Employee Dishonesty)<br>EMPLOYMENT PRACTICES LIABILITY   |               |                                  |                                   | CLAIMS-MADE OCCURRENCE AGGREGATE<br>EACH OCCURRENCE<br>EACH OCCURRENCE  |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS<br>Note: General Liability Exclusion - Testing or Consulting Errors and Omissions Form SS05090300  |  |               |                                  |                                   |   |

|   |  |   |
|---|--|---|
| <b>CERTIFICATE HOLDER</b>                           | <b>ADDITIONAL INSURED; INSURER LETTER:</b> | <b>CANCELLATION</b>   |
| Hildago County<br>100 E. Cano<br>Edinburg, TX 78540 |  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br>AUTHORIZED REPRESENTATIVE <i>James Schum</i> |



# CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:  STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois  
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas  
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or  
 STATE FARM GUARANTY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

|  |  |   |   |   |   |   |   |
|--|--|---|---|---|---|---|---|
| NAMED INSURED: RUPERTO LEE GONZALEZ - DBA LAVA CONCEPTS & CONSULTING |  |   |   |   |   |   |   |
| ADDRESS OF NAMED INSURED: 3908 WARBLER AVE., MCALLEN, TEXAS 78504    |  |   |   |   |   |   |   |
| POLICY NUMBER  | 092 8994-A07-53D   |   |   |   |   |   |   |
| EFFECTIVE DATE OF POLICY   | JULY 7, 2008   | THRU JULY 7, 2009   |   |   |   |   |   |
| DESCRIPTION OF VEHICLE (Including VIN)                               | 2008 TOYOTA HIGHLANDER<br>JTEDS42A382060469  |   |   |   |   |   |   |
| LIABILITY COVERAGE   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| LIMITS OF LIABILITY  |  |   |   |   |   |   |   |
| a. Bodily Injury   |  |   |   |   |   |   |   |
| Each Person  | 100,000  |   |   |   |   |   |   |
| Each Accident  | 300,000  |   |   |   |   |   |   |
| b. Property Damage   |  |   |   |   |   |   |   |
| Each Accident  | 100,000  |   |   |   |   |   |   |
| c. Bodily Injury & Property Damage Single Limit                      |  |   |   |   |   |   |   |
| Each Accident  |  |   |   |   |   |   |   |
| PHYSICAL DAMAGE COVERAGES  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                      | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| a. Comprehensive   | \$ 500 Deductible  | \$ Deductible   | \$ Deductible   | \$ Deductible   | \$ Deductible   | \$ Deductible   | \$ Deductible   |
| b. Collision   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ 500 Deductible | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ Deductible | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ Deductible | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ Deductible | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ Deductible | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ Deductible | <input type="checkbox"/> YES <input type="checkbox"/> NO<br>\$ Deductible |
| EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE                           | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| HIRED CAR LIABILITY COVERAGE   | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES           | <input type="checkbox"/> YES <input type="checkbox"/> NO                                 | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |

AGENT

53-6426

12/10/08

Signature of Authorized Representative

Title

Agent's Code Number

Date

Name and Address of Certificate Holder

Name and Address of Agent

HIDALGO COUNTY

LEONEL LEO RODRIGUEZ  
740 NOLANA, SUITE #4  
MCALLEN, TEXAS 78504

INTERNAL STATE FARM USE ONLY:

- Request permanent Certificate of Insurance for liability coverage.
- Request Certificate Holder to be added as an Additional Insured.

## Affidavit & Indemnity Agreement

Date: 12/10/2008

Affiant: Ruperto Lee Gonzalez

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Ruperto Lee Gonzalez states he is a sole proprietor doing business as Lava Concepts & Consulting with Hidalgo County under Contract #08-386-12-16 dated 12/16/08. Affiant will provide services for Hidalgo County-Time Clocks (Equipment and Warranty) under a Hidalgo County Purchase Order # \_\_\_\_\_ as approved on December 16, 2008.

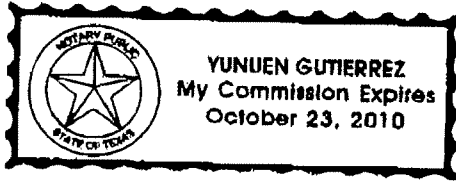
Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

*[Handwritten Signature]*  
Printed Name of Affiant *Rapato Lee Gonzalez*

SWORN AND SUBSCRIBED TO under oath before me on December 10, 2008



*[Handwritten Signature]*  
Notary Public, State of Texas