

Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

- (1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;
- (2) an item necessary to preserve or protect the public health or safety of the residents of the county;
- (3) an item necessary because of unforeseen damage to public property;
- (4) a personal or professional service;
- (5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;
- (6) any land or right-of-way;
- (7) an item that can be obtained from only one source,

including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility

services; and




Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

## MEMORANDUM

### “SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioner’s Court

FROM: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent 

DATE: November 1, 2011

RE: “Sole Source Declaration” For ASC Government Systems, Inc.-Product Support and Enhancement Program

---

In 2002, Hidalgo County District Clerk’s Office implemented *Jury 2000 Plus*. As technology improved, more productive and efficient programs were emerging in the market place which addressed an urgent and necessary need to better serve the community through an upgrade to the Jury 2000 Plus.

Hidalgo County on request by the District Clerk’s Office advertised and solicited proposals in November of 2008 to acquire a New Jury Software System. On January 6, 2009, the project was awarded by Hidalgo County Commissioners Court to ACS GOVERNMENT SYSTEMS, INC.

Term of the Request For Proposals was for one (1) year with option to extend an additional (1) year including a sixty (60) day grace period extension clause which the County utilized so as to continue the “Product Support and Enhancement Program” as provided by ACS on the New Jury System.

The contract for the New Jury Software System expired May 19, 2011. Hidalgo County attempted to find continued “product support, maintenance and enhancement program” through Hidalgo County’s IT Division but were advised (by IT Director) that the best solution was to continue services provided by ACS due to patent and copy rights to the jury system product by company.

ASC has continued services to Hidalgo County on a month to month basis so as to have no lapse in services.

Hidalgo County District Clerk’s Office requires the continuation of the Product Support and Enhancement Program services which are proprietary components of ACS GOVERNMENT SYSTEMS, INC.

Therefore, due to the proprietary nature of the Product Support and Enhancement Program product, ASC Government Systems, Inc. is the sole source for these services.

**HIDALGO COUNTY PURCHASING DEPARTMENT**  
**SOLE SOURCE AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER**

Before me, the undersigned official, on this day, personally appeared Phil Hatton  
A person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Phil Hatton. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Affiliated Computer Service, Inc. A Xerox Company.
3. The above named company or firm is the sole source for the following item(s), product(s) or services(s):
  1. Custom Jury summons printing of all summons by Scantron, three colors (two sides) 8.5 x 14
  2. Data Merge process (updates of all juror names/address
  3. Technical Support for both Jury and eJuror
  4. Modifications/update to the jury summons for special jury selections such as *special venire*.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note:** This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Phillip Hatton

SWORN AND SUBSCRIBED TO under oath before me on 17 day of May, 2011.

Lisa D. Perun  
NOTARY PUBLIC

Lisa D. Perun  
PRINTED NAME

3/6/2014  
MY COMMISSION EXPIRES

COMPANY NAME: Affiliated Computer Service, Inc. A Xerox Company  
ADDRESS, CITY, STATE & ZIP CODE: 1733 Harrodsburg Rd, Lexington, Ky. 40504  
PHONE NUMBER: 859.2772.8800  
CONTACT NAME AND TITLE: David Jacobs - Project Manager  
WEB ADDRESS: www.acs-inc.com EMAIL: david.jacobs@acs-inc.com  
FEDERAL TAX ID NUMBER: 232154345 TEXAS SALES TAX NUMBER: \_\_\_\_\_

Affiliated Computer Services, Inc.  
A Xerox Company



## PRODUCT SUPPORT & ENHANCEMENT PROGRAM

### CONFIDENTIAL

ACS GOVERNMENT SYSTEMS, INC.  
1733 Harrodsburg Road  
Lexington, KY 40504-3617  
FAX Number (859) 277-2300  
("ACS")

and

Hidalgo County District Clerk  
PO Box 87  
Edinburg, Tx. 78540  
("Licensee")

**T**HIS AGREEMENT is made between ACS and Licensee on the Commencement Date of 11/01/2011.

ACS and Licensee have entered into a Software License and Services Agreement with an Effective Date of 11/01/2011 (the "License Agreement") for the Licensed Software. Licensee desires that ACS provide Maintenance and Enhancements for and new releases of the Baseline Licensed Software identified in Exhibit 1 on the terms and conditions contained in this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date identified above in this Agreement as the Commencement Date.

"Contract Year" means, with respect to each Baseline Component System, each one (1) year period beginning and ending on the dates

provided for in Exhibit 1 for such Baseline Component System.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the functionality of the Baseline Component System.

"Expiration Date" means, with respect to each Baseline Component System, the date upon which the initial term of this Agreement ends for such Baseline Component System as provided for in Exhibit 1.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Licensee with avoidance procedures for or corrections of Documented

Defects.

“New Releases” means new editions of a Baseline Component System.

“Partial Year” means, for each Baseline Component System, the period between the Commencement Date and the first day of the initial Contract Year for that Baseline Component System.

3. Services.

(a) Types of Services. During the term of this Agreement, ACS will provide Licensee with Maintenance for, Enhancements of, and New Releases of each Baseline Component System identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the License Agreement and this Agreement. ACS’ obligation to provide Licensee with Improvements for Baseline Component Systems owned by parties other than ACS is limited to providing Licensee with the Improvements that the applicable third party owner provides to ACS for that Baseline Component System. In this regard, to the extent that an agreement authorizing ACS to resell or sublicense a third party’s Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then ACS’ obligation to provide Improvements to Licensee for that Baseline Component System, and Licensee’s obligation to pay ACS for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide ACS with such facilities, equipment and support as are reasonably necessary for ACS to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Product Support & Enhancement Fees. For the Improvements for each Baseline Component System, Licensee will pay ACS: (i) the amount provided for in Exhibit 1 as the Partial Year payment (if applicable) on the payment date provided for in Exhibit 1; and (ii) the amount provided for in Exhibit 1 as the “Payment Amount” for the first Contract Year; and (iii) for

each Contract Year subsequent to the initial Contract Year, an amount invoiced by ACS, which amount will not increase by more than the “Annual Escalation Not to Exceed” percentage provided for in Exhibit 1 the fee that Licensee was obligated to pay to ACS for Improvements for the applicable Baseline Component System in the immediately preceding Contract Year for that Baseline Component System. Fees for Improvements for a Baseline Component System are due on the first day of the first month of the Contract Year for that Baseline Component System.

(b) Additional Costs. Licensee will also reimburse ACS for actual travel and living expenses that ACS incurs in providing Licensee with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. ACS will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Licensee as offering Licensee’s contractors a discounted rate, and sharing rental cars. Licensee will also reimburse ACS for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors, and Licensee will provide ACS with a copy of such limitations before ACS incurs expenses.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on ACS’ net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide ACS with a valid tax exemption certificate; otherwise, absent proof of Licensee’s direct payment of such tax amounts to the applicable taxing authority, ACS will invoice Licensee for and Licensee will pay to ACS all such tax amounts.

(d) Late Charges. Licensee will pay each ACS invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Wells Fargo Bank, Dallas, Texas, plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. As it applies to each Baseline Component System, the term of this Agreement is

for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each Baseline Component System, this Agreement will automatically be extended for consecutive Contract Years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least twelve (12) months prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least twelve (12) months prior to the expiration of the then-current Contract Year or (ii) the Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of this Agreement.

6. Disclaimer of Warranties. Licensee agrees and understands that **ACS MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, ACS EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN ACS, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed

terminated at the end of that period. However, notice to ACS of a suspected Documented Defect will not constitute a notice of termination of this Agreement. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

## **8. LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF ACS.** **ACS' LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT LICENSEE ACTUALLY PAID TO ACS FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.**

(b) **EXCLUSION OF DAMAGES.** **REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

(c) **BASIS OF THE BARGAIN.** **LICENSEE ACKNOWLEDGES THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing,

is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

**ACS**

**LICENSEE**

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

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

\_\_\_\_\_  
(Printed Name of Signatory)

\_\_\_\_\_  
(Printed Name of Signatory)

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

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



**EXHIBIT 1**

Licensee:

**ANNUAL CONTRACT YEAR PAYMENT DATE:** 11/01/2011

Baseline Component System	Contract Year Begins/Ends	Expiration Date	First Annual Payment Amount
ACS Basic Juror Support	Effective Date	1 yrs. From Effective Date	\$10,900.00
ACS Basic eJuror Support	Effective Date	1 yrs. From Effective Date	\$5,600.00
ACS Infoscan System	Effective Date	1 yrs. From Effective Date	\$4,770.00
ACS Data Merge with NCOA and DPV Services	Effective Date	1 yrs. From Effective Date	\$2,250.00
<b>TOTAL:</b>			<b>\$23,520.00</b>

**ACS**

**LICENSEE**

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

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

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\*\*Upon the expiration of the year term of this **Product Support and Enhancement Agreement**, effectively: October 31,2012 the improvement fees will be escalated by no more that 5% of the amount payable for improvements for the immediately preceding contract year.



October 26, 2011

Ms. Garcia,

ACS provides the current services to Hidalgo County.

- Data Merge process (updates of all juror names / addresses)
- Technical Support for both Jury and eJuror
- Modifications/ update to the jury summons for special jury selections such as *special venire*.

ACS Juror is proprietary software if another vendor is used to create the data merge, we can not guarantee that the data will have all of the required information. If ACS does the data merge we will guarantee that the data will be formatted in the necessary manner and that the data will be formatted as necessary to work with ACS Juror.

ACS Juror and eJuror are proprietary software. No other vendor could offer technical support or system modifications. Also Hidalgo County does not own the source code for ACS Juror or eJuror. There would be no way for anyone to make modifications to the program.

The worse case for Hidalgo County would be that you would have no support for you Juror or eJuror system. No other organization can provide support for ACS Juror and eJuror.

Sincerely,

A handwritten signature in black ink, appearing to read 'David C. Jacobs', with a long, sweeping flourish extending to the right.

David C. Jacobs  
Project Manager  
Juror Solutions  
ACS, A Xerox Company



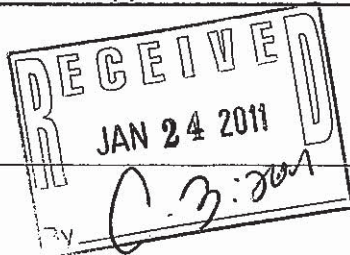
# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MARSH USA, INC.  
1166 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036  
Attn: ACS.CertRequest@Marsh.com



CONTACT NAME:  
PHONE (A/C, No, Ext):  
E-MAIL ADDRESS:  
PRODUCER CUSTOMER ID #:  
FAX (A/C, No):

303099-GOVT-CAS-11-12

INSURED  
ACS Government Solutions Group  
Affiliated Computer Services, Inc.  
2828 N. Haskell Ave  
Dallas, TX 75204

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	St. Paul Fire & Marine Ins Co	24767
INSURER C:	Indemnity Ins Co Of North America	43575
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: NYC-004584709-11 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			HDO G25521900	01/01/2011	01/01/2012	EACH OCCURRENCE	\$ 2,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			41PR201807 (PUERTO RICO)	01/01/2011	01/01/2012	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
C	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			41US202281 (US VIRGIN ISLANDS)	01/01/2011	01/01/2012	MED EXP (Any one person)	\$ N/A
C				705-00187 (GUAM)	01/01/2011	01/01/2012	PERSONAL & ADV INJURY	\$ 2,000,000
C				705-00188 (SAIPAN)	01/01/2011	01/01/2012	GENERAL AGGREGATE	\$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ INCLUDE
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY			ISA H08631220 (US)	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
C	<input checked="" type="checkbox"/> ANY AUTO			28PR200511 (PUERTO RICO)	01/01/2011	01/01/2012	BODILY INJURY (Per person)	\$
C	<input type="checkbox"/> ALL OWNED AUTOS			28US200510 (US VIRGIN ISLANDS)	01/01/2011	01/01/2012	BODILY INJURY (Per accident)	\$
C	<input type="checkbox"/> SCHEDULED AUTOS			FAP-04710 (GUAM)	01/01/2011	01/01/2012	PROPERTY DAMAGE (Per accident)	\$
C	<input type="checkbox"/> HIRED AUTOS			FAP-04711 (SAIPAN)	01/01/2011	01/01/2012		\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		QK09002265	01/01/2011	01/01/2012	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C46470989 (AOS)	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WLR C46470977 (CA, MA)	01/01/2011	01/01/2012	E.L. EACH ACCIDENT	\$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			SCF C46470990 (WI)	01/01/2011	01/01/2012	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
C	WORKERS COMPENSATION			601 N 00367 (GUAM)	01/01/2011	01/01/2012	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	CONTINUES			601 N 00366 (SAIPAN)	01/01/2011	01/01/2012		SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Purchase of New Jury Software - RFP # 2008-302-11-19. Hidalgo County Purchasing Department is included as Additional Insured on GL where required by written contract.

## CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT ATT  
2812 South Business Highway 281  
Edinburg, TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Henry Swayne

© 1988-2009 ACORD CORPORATION. All rights reserved.

# MARSH

Henry Swayne

Marsh USA Inc.  
1166 Avenue of the Americas  
New York, NY 10036-2774  
212 345 5813  
Henry.Swayne@marsh.com  
www.marsh.com

January 13, 2011

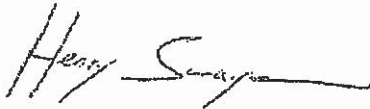
**Subject: Affiliated Computer Services, Inc.**  
January 1, 2011 – January 1, 2012 Insurance Program  
Revised Certificate of Insurance

To Whomever it May Concern,

Please see the attached revised certificate of insurance on behalf of Affiliated Computer Services, Inc. The attached certificate of insurance replaces the previous certificate issued on 12/29/2010.

Should you have any questions, please do not hesitate to contact me at (212) 345-5813.

Sincerely,

A handwritten signature in black ink that reads "Henry Swayne". The signature is written in a cursive style with a long horizontal stroke at the end.

Henry Swayne

0002506 SP 0261 -C01-P02507-I

HIDALGO COUNTY PURCHASING DEPARTMENT ATT  
2812 South Business Highway 281  
Edinburg, TX 78539

