

Requisition

31418

Req # 00209119

PO #

Date: 01/12/12

Bill To: x
x

Vendor: 344877
VOTEC CORPORATION
16870 W BERNADRO DR, SUITE 340
SAN DIEGO CA 92127
FAX (858)674-6050

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

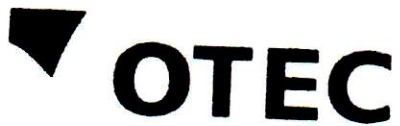
Contact: Mel Esparza
956-318-2570

Contract No: DIR-SDD-937

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-937		
		DO NOT DUPLICATE ORDER		
10.00		ORACLE LICENSE FOR VEMACS SUPPORT@ 100.00	100.00	1,000.00
1.00		BASE VEMACS SUPPORT FEE	1,200.00	1,200.00
1.00		256,327 VEMACS PER VOTER FEE PER SCHEDULE	50,732.70	50,732.70
		<u>Account No</u>	<u>Encumbrance</u>	
		2-1100-414-00-130-001-0-336	13,715.62	
		2-1283-414-00-130-010-8-336	39,217.08	
			Freight	.00
			Total	52,932.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



- INVOICE -

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice # 11113
February 13, 2012

Subject: VEMACS Support - 10/01/2011 - 09/30/2012
Reference:

Item	Quantity	Description	Unit Price	Extended
1	10	Oracle license for VEMACS Support	\$100.00	\$1,000.00
2	1	Base VEMACS support fee	\$1,200.00	\$1,200.00
3	256,327	VEMACS per voter fee per schedule		\$50,732.70
Total				\$52,932.70

Due and payable upon invoice.

Thank you.



ATTACHMENT I- SOFTWARE LICENSE AGREEMENT

Agreement dated this _____ day of _____, 2007, by and between HIDALGO County, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Software Systems, hereinafter referred to as LICENSED SYSTEMS, to LICENSEE under the terms and conditions contained herein.

(Headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

1. LICENSED SOFTWARE SUB-SYSTEMS:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon database functions of LICENSEE in the following areas:

- Voter Registration
- Mapping
- Mail Ballots
- Early Voting
- Election Initiation
- Polling Locations
- Poll Workers
- Petition Checking
- Administrative
- TEAM Support
- Imaging for all of the above

Such programs as may be added to these sub-systems from time to time.

2. INSTALLATION SITE AND COMPUTERS

LICENSED SYSTEM is licensed for use computers operated by the LICENSEE Elections Department in support of voter file management and elections within LICENSEE's jurisdiction.

3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SYSTEMS as set forth in this agreement.



4. SYSTEM REGISTRATION AND PROTECTION

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SYSTEMS set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed.

5. PROTECTION AND SECURITY

LICENSEE acknowledges that the LICENSED SYSTEMS constitute a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the Systems and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

LICENSEE may make a) Working copies of the System in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.

b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter files and conducting elections within LICENSEE's jurisdiction.

c) LICENSEE agrees not to reveal the Licensed System materials including manuals, flow charts, program code, and related materials to any other parties other than LICENSEE's employees except as may be contractually stipulated in the event of catastrophic interruption of LICENSOR's business, as required by Freedom of Information laws operative in Hidalgo County whether they be County, State, or Federal laws, or as required in a court of law.

6. PATENT AND COPYRIGHT INDEMNIFICATION

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SYSTEM.

7. WARRANTY

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the voter registration and election management requirements mandated by the State of Texas and by the United States of America.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one-year term of the installation warranty at no additional charge.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.



8. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage caused by LICENSEE employees, consequential or otherwise, occurring out of or in connection with the use or performance of the System. LICENSOR may license the System to other customers without any consideration or liability to LICENSEE whatsoever.

9. TERMINATION

This license is terminable by the LICENSOR at any time, with thirty (30) days written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Section 5 (SYSTEM REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) of this License.

In the event of default by LICENSEE of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, the LICENSOR shall be entitled to immediate possession of the LICENSED SYSTEM and LICENSEE shall forthwith return all related documents, materials, data, copies of the System, and the like.

LICENSEE shall be allowed continued use of the LICENSED SYSTEM for up to 120 days after written notice in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

10. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.



Proposed Contract for VEMACS – Votec Election Management and Compliance

11. ACCEPTANCE

Acceptance by LICENSOR:

VOTEC Corporation

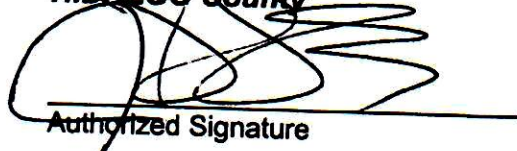

Authorized Signature

CEO
Title

5/21/07
Date

Acceptance by LICENSEE:

HIDALGO County



Authorized Signature

County Judge
Title

5/14/07
Date

APPROVED AS TO FORM:

Atlas & Hall, L.L.P
800 Pecan
McAllen, TX 78504

By: 

ATTEST:


Arturo Guajardo Jr, County Clerk

Tanya.Delira

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 10:15 AM
To: 'Veronica Lopez'; 'Tanya.Delira'
Subject: RE:
Importance: High

Attach this to the agenda item.

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Friday, February 24, 2012 9:12 AM
To: 'Tanya.Delira'
Cc: 'Martha Salazar'
Subject: RE:

Good morning Tanya,

Attached you will find the two invoices sent from Votec for req # 209113 and 209119. The date the invoices were received and stamped by the employee that opens the mail was December 08, 2011. At that time we began getting things organized with SOS in order to use HAVA funding. The date of the requisition created for these invoices is January 12, 2012.

Votec delayed when sending the invoices which then caused a delay with the organization of the funding needed to pay the invoice.

Let me know if you have additional questions.

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
☎ (956) 393-2039
✉ veronica.lopez@co.hidalgo.tx.us

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2012 4:13 PM
To: 'Veronica Lopez'
Cc: 'Martha Salazar'
Subject: RE:

Ms. Veronica can you please explain to us why these Agreements are from 10/01/2011-09/30/2012 and we are barely taking them to C.C.?

From: Veronica Lopez [mailto:veronica.lopez@co.hidalgo.tx.us]
Sent: Monday, February 13, 2012 1:42 PM
To: 'Tanya.Delira'
Subject: FW:

Tanya,

2/24/2012

Attached are the revised Votec 61 software and VEMACS invoices. The dates have been revised and the DIR contract # are reflected.

Req # 209113 (61) software
Req # 209119 VEMACS

Let me know if you need anything else.
Thanks for all your help!

Veronica Lopez
Accountant II
Hidalgo County Elections Department
☎ (956) 318-2570 Ext. 5715
☎ (956) 393-2039
✉ veronica.lopez@co.hidalgo.tx.us

From: John Medcalf [mailto:john.medcalf@votec.net]
Sent: Monday, February 13, 2012 12:07 PM
To: veronica.lopez@co.hidalgo.tx.us
Cc: Wendy Swann
Subject:

Veronica,

Let me know if you need anything different.

Let me know if you need a hard copy.

John

--
John Medcalf
CEO, VOTEC Corporation
800-348-6832



MOTEC Corporation

- INVOICE -

Yvonne Ramon
Elections Administrator
PO Box 659
Edinburg TX 78539

Invoice #: 11113
December 2, 2011

Subject: VEMACS Support - 10/01/2011 - 09/30/2012

1	10	Oracle license for VEMACS Support	\$100.00	\$1,000.00
2	1	Base VEMACS support fee	\$1,200.00	\$1,200.00
3	256,327	VEMACS per voter fee per schedule	\$0.00	\$50,732.70
Total				\$52,932.70

Due and payable upon invoice.

Thank you.

3. **Presentation for consideration, discussion acceptance and approval of Work Authorization #6 in the amount of \$108,296.15 with RODRIGUEZ ENGINEERING for "Mile 12 from (FM 88 to Mile 6) and for Mile 13 1/2 from (FM 1015 to Mile 6)" -Hidalgo County Precinct No. 1, in connection with Contract No. G-06-217-07-18.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

C. Health Department

1. **Requesting authority to advertise a Request for Qualifications and approval of draft qualifications/scope of services and/or requirements as attached hereto for "Professional Licensed Nurse Practitioner" project.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item E.

D. Elections Department

1. **Presentation for discussion, consideration and authority to purchase voter registration software, license fees, installation, training, technical support and maintenance services with approval of contract and software license agreement (subject to legal review) through evaluation of solicited proposals (utilizing best practices guidelines) from TBPC CISV Program vendor VoTech in an amount not to exceed \$ 213,000.00**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to funding.

At this time the Court moved to item #13-A.

E. Buildings & Grounds

1. **Approval of request for payment Application No. 2 in the amount of \$ 68,668.48 from Rigney Construction contracted vendor for: Interior Repairs and Renovations 398th. District Court" contract No. C-06-176-01-29 P0 No. 580665 and as certified for payment by project architect, AGADC contract No. C-06-177-04-11 PG No. 570477. (6-176)**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.