

10. Purchasing Department: (Exhibit J)

- A. **AI-23187** Acceptance of proposal received from awarded vendor, Facility Solutions Group (FSG) through the County's participation/membership with TASB/Buyboard-Contract No. 290-08 for the "Purchase of 48" 15 watt LED Tube Lighting for the following County Buildings:

New Administration Building (Corner of Highway 281 & Canton Rd-Edinburg, TX)	\$134,487.60
Precinct No. 3 Mutiplex & Mansion Buildings (Mission, TX)	\$ 78,917.10
Total Amount	\$ 213,404.70

- B. **AI-23028** Acceptance and approval of Change Order No. 2 with contractor M Construction, LTD for Brenda Gay Subdivision, Pct. No. 1 reflecting an increase of \$9,730.00-addition of driveways, gates and line extensions added as submitted through project engineer, Izaguirre Engineering Group, LLC-C-CAP-09-371-11-24.
- C. **AI-23069** Acceptance and approval of revised schedule--extending completion time for Phase III to December 31, 2010 at no additional cost, as requested by RCC Consultants, awarded consultant as recommended by Chief Deputy, Anacleto Martinez for Hidalgo County Sheriff's Office- "Professional Engineering Consulting Services for the Design of a New Communications System"- Contract No. C-09-122-10-20.
- D. AI-23073** Authority to purchase law enforcement hardware/software equipment for Hidalgo County HIDTA Task Force from Cross Match Technologies, an awarded vendor through the Texas DIR-Contract No.-DIR-SDD-1024 totaling \$13,664.50.
- E. **AI-23132** Requesting authority to advertise and approval of procurement packet (draft specifications/requirements, legal notice) for: "RFP for Quality Claims Administration for Workers Compensation"-RFP No. 2010-266-10-27-otm.
- F. **AI-23095** 1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.
2. Requesting authority to enter into a 36-month new Oce ColorWave 300 (LTOP) Lease to Ownership (capital) lease through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Oce North America, Inc. contract #2-36010 for the County Clerk's Department through requisition #182490 for the lease payment in the amount of \$823.00/month, also requesting authority to enter a 36-month maintenance agreement for the amount of \$125.00/month, effective upon approval (0-1237-415-40-180-003-0-780/432):
- G. **AI-22766** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for:

Cross Match Technologies, Inc.
 3950 RCA Blvd Suite 5001
 Palm Beach Gardens, FL 33410
 US Headquarters: 561 622 1650
 Washington, D.C.: 703 841 6280
 German Office: + 49 (0) 3641 4297
 Canada: 418 692 3137
<http://www.crossmatch.com>

Cross Match Technologies

Sales Quotation

Quote# 2171 - 2
 Date: 21-SEP-2010
 Expires: 10-OCT-2010
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Account Manager Stein, Mike	Inside Sales	Sales Channel Texas State Contract DIR-SDD-1024
Phone 561-622-1650	Phone	Quote Status Approved
Mobile 619-244-8922	Mobile	
Fax 866-729-2313	Fax	
Email mike.stein@crossmatch.com	Email	
Customer Hidalgo County Criminal District Attorney HIDTA Task Force 9563810444 (Phone)	Bill To Hidalgo County Criminal District Attorney HIDTA Task Force 3100 South Closner Foxtrot Building Edinburg, TX 78539 United States	Ship To Attn:Chris Yates Hidalgo County Criminal District Attorney HIDTA Task Force 3100 South Closner Foxtrot Building Edinburg, TX 78539 United States 956 381-0444 (Phone) cyates@hidtaskforce.com

Line	CMT Part#	Qty	Unit Selling Price (USD)	Total Selling Price (USD)
1.0	925160 LSCAN Guardian,USB with LSMS on Desktop,Guardian USB Fingerprint Scanner (500ppi) with manual, Runtime License for LSCAN, Essentials driver, Autocapture and Rolls Licences, Desktop computer, Live Scan Management Software (LSMS), LSMS Manual	1	7,335.00	7,335.00
2.0	420093 Flat Panel LCD Monitor, 17",Flat Panel Monitor, non-touch, non-ruggedized Standard one year limited warranty	1	229.50	229.50
3.0	850181-122 SOFTWARE, SUBMISSION, TEXAS, SEAT LICENSE,One year limited warranty for media included.	1	450.00	450.00

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Line	CMT Part#	Qty	Unit Selling Price (USD)	Total Selling Price (USD)
4.0	930100-01 IMPLEMENTATION, LSMS, FIRST DAY ON-SITE, System implementation and training, first day on-site	1	2,300.00	2,300.00
5.0	900266 FBI Approved Network System Printer w/2 Universal Trays, one 150 sheet tray and one 550 sheet tray. Single Sided printing - Applicant Cards., Xerox Phaser 4510N, 2 Universal Trays (150, 550), 10 foot printer cable, Xerox next day cross-ship	1	1,080.00	1,080.00
6.0	850085 Import Demographics Interface, Import of demographic data using CMT Standard XML Tier 1 Specifications. Includes standard one year limited warranty.	1	1,350.00	1,350.00
7.0	930000-5 Implementation and Training, Subsequent Day On-site, Day subsequent to the first day of Implementation and Training	1	920.00	920.00
8.0	850391-022 SOFTWARE, LSMS CONFIGURATION, TEXAS DPS, One year limited warranty for media included.	1	0.00	0.00
Subtotal				
Selling Price			13,664.50	
Total(-USD)			13,664.50	

CROSSMATCH TECHNOLOGIES

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STANDARD SALES TERMS AND CONDITIONS

Purchase Order # _____

UNLESS THE PARTIES HAVE EXECUTED A SEPARATE PURCHASE AGREEMENT, THE FOLLOWING TERMS AND CONDITIONS APPLY:

Prices.

Prices are valid for 90 days from the date of quotation. All sales are final; no refunds, credits or exchanges will be accepted. The price for the Products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

Installation and Training.

If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by CMT, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If CMT cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of CMT such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at CMT's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign CMT's Professional Services Acceptance Form acknowledging receipt of installation and training services.

Software License.

The term "Software" refers to the Software installed on the Product and any custom software or interfaces developed by CMT for Purchaser. Purchaser will be required to accept CMT's standard license agreement prior to using any Software.

Invoicing and Payment.

CMT will invoice Purchaser for all Products (including services) within thirty (30) calendar days of shipment of the Products. Purchaser shall pay all invoices within thirty (30) calendar days after the date of CMT's invoice. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by CMT in collecting payment will be an expense of and charged to Purchaser.

Terms of Order.

Notwithstanding any term or provision to the contrary contained in any Purchase Order, the terms of this Agreement shall apply to all of Purchaser's Purchase Orders. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

Indemnification.

By Purchaser. Purchaser shall indemnify, defend and hold CMT and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by CMT.

By CMT. CMT hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies CMT in writing of the claim; (ii) CMT has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchaser shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with CMT, at CMT's cost, in the defense or settlement of such actions. CMT's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in CMT's opinion is likely to become, the subject of such a claim, Purchaser will permit CMT at CMT's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in CMT's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of CMT; and (2) CMT shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date).

Limitation of Liability.

IN NO EVENT SHALL CMT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF CMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF CMT FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

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Intellectual Property and Use Limitations.

The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of CMT or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by CMT, are owned by CMT and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

Cancellation by CMT.

CMT shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by CMT, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

Choice of Law and Forum.

This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

Compliance with Laws.

Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

Entire Agreement.

These terms and conditions constitute the entire agreement between CMT and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and CMT, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of CMT and Purchaser. CMT's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of CMT's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

PURCHASER ACKNOWLEDGEMENT:

By: _____

Name: _____

Title: _____

Date: _____

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TECHNOLOGIES

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Credit Card Authorization Section

Visa, MasterCard or American Express Only

By initialing this section _____, you are giving Cross Match Technologies, Inc. authorization to charge your company's credit card.

Credit Card Number _____

Expiration Date _____

SEC Code _____

Amount Authorized \$ _____

Credit Card Bill to Address _____

Credit Card State & Zip Code _____

Please note: Prices may vary depending on applicable sales tax. If sales tax is over \$500.00, you will receive a revised Credit Card Authorization form to approve.

CROSSMATCH[®]
TECHNOLOGIES

Texas DIR - Contract Price List (DIR SDD-1024)



More on the Go DIRect Program

Cross Match Technologies' DIR Contract Page

For Quotes and questions on products and services call:
 Jon Miraglia
 Cross Match Technologies, Inc.
 Inside Sales Manager
 Cross Match Technologies, Inc.
 3950 RCA Boulevard, Ste. 5001
 Palm Beach Gardens, FL 33410
 Office: (561) 639-8124
 Fax: (251) 217-9247
 Email: jon.miraglia@crossmatch.com
<http://www.crossmatch.com/>

For Ordering call:
 Sherri Lyles
 Austin Biometrics, LLC
 900 FR 520 South C101-179
 Lakeview, Texas 78734
 Office: (512) 919-4949
 Mobile: (512) 825-9908
 Fax: (866) 519-6646
 Email: sherri@austinbiometrics.com
<http://austinbiometrics.com/>

For Warranty & Maintenance service plan information, please [click here](#).

| Search | Reset

PART NUMBER	DESCRIPTION	PRICE	DETAILS
925159	LSCAN Guardian USB with LSMS (no PC)	\$6,300.00	Product Page
925160	LSCAN Guardian with LSMS on Desktop	\$7,335.00	Product Page
925161	LSCAN Guardian with LSMS on Laptop	\$7,695.00	Product Page
920107-001	Shipping Assembly, Guardian - Universal Cabinet	\$3,487.50	Product Page
900252	Guardian Travel Case, Softside	\$340.20	
900258	Guardian Travel Case, Hard Case	\$170.10	
900232	Kit, Supply-Guardian	\$360.00	
900242	Kit, Small Supply-Guardian	\$90.00	
920123	Tilt and Swivel Mounting Base for Guardian Scanner	\$270.00	
925169	Bundled System, Deluxe - Child ID w/Guardian	\$11,875.50	
930097	Enhanced warranty for 10-Print System, 12-months	\$1,242.00	
930097-12	System Maintenance for 10-Print System, 12-months	\$1,656.00	
930097-24	System Maintenance for 10-Print System, 24-months	\$3,146.40	
B10477	LSCAN 500P, 500 ppi Single Platen Palm Print Scanner (deck only)	\$10,791.00	Product Page
926183-022	500P W/LSMS, Texas DPS	\$11,880.00	
926184-022	500P W/LSMS, Laptop, Texas DPS	\$13,499.10	
926185-022	500P W/LSMS, Desktop PC, Texas DPS	\$13,050.00	
900074	Ten-Print Workstation Desktop system, Can be used with any 10-print livescan unit.	\$2,025.00	
900084	Ten-Print Workstation Laptop system, Can be used with any 10-print livescan unit.	\$2,655.00	
920107-005	LSCAN 500P - Universal Cabinet	\$3,487.50	
900280	LSCAN 500P Supply Kit, Silicone Membrane, 5 pieces	\$135.00	
900283	Travel Case, LSCAN 500P only, no wheels	\$247.50	
900299	Travel Case, LSCAN 500P and laptop, wheeled	\$517.50	
930098	Warranty, Enhanced, Palm Print Systems	\$2,484.00	
930098-12	System Maintenance, Palm Scanner, 12-months	\$3,312.00	
930098-24	System Maintenance, Palm Scanner, 24-months	\$6,292.80	
925142	Bundled Ass'y, Guardian R Jumpkit with Finger, Face, and Iris, MOBS Software	\$19,800.00	Product Page
920027-10	MV-5 Mobile Verifier with Extract & Match License	\$1,345.50	Product Page
SMC-800M	SMC-800M Be.U Mobile Handheld Device (basic model with fingerprint sensor and contact/contactless card readers)	\$2,092.50	Product Page
920081	Verifier 310 USB LC2.0	\$504.00	Product Page
920075	Verifier 300 USB LC2.0	\$414.00	Product Page
900226	Kit, Supply-Verifier 310	\$153.90	
900225	Kit, Supply-Verifier 300	\$135.00	
B96500	FaceSnap Recorder BASE Recorder System (appliance) with integrated computer	\$7,200.00	Product Page
B96501	"FaceSnap Recorder ""Law Enforcement"" LEF Recorder system (appliance) with integrated computer"	\$14,850.00	Product Page
B96502	FaceSnap Server for FaceSnap Recorder LEF	\$4,500.00	Product Page
B96504	FaceCheck Server XC Face Check system (appliance) with integrated computer	\$1,287.00	Product Page
B96505	FaceCam Server Iqeye (for camera Iqeye 511 and 700 series)	\$1,287.00	Product Page

B96515	FaceSnap ISOSHOT (Enrollment Tool)	\$1,345.50	Product Page
900266	FBI Approved Network System Printer w/2 Universal Trays, one 150 sheet tray and one 550 sheet tray. Single Sided printing - Applicant Cards.	\$1,080.00	
420360	Duplexer for Xerox Phaser 4510 Printer	\$360.00	
900267	FBI Approved Network System Printer w/3 Universal Trays, one 150 sheet tray and two 550 sheet trays. Duplex printing - Criminal Cards.	\$1,755.00	
420093	"Flat Panel LCD Monitor, 17"	\$229.50	
420030-10	"17" Flat Panel Touch Screen"	\$742.50	
900139	Camera Kit - Image capture Camera for Live scan system (USB 2.0)	\$1,282.50	
920121	I SCAN2. Iris scanner	\$2,250.00	Product Page
930084-12	Xerox 12 month Maintenance (post-warranty)	\$134.32	
930084-24	Xerox Years 24 month Maintenance (post-warranty)	\$231.84	
850181-022	Software, Submission, Texas	\$1,350.00	
850181-122	Software, Submission, Texas, Seat License	\$450.00	
850085	Import Demographics Interface**	\$1,350.00	
850085-001	Import Demographics Interface-Seat License	\$450.00	
850106	Export Demographics Interface**	\$4,500.00	
850106-101	Export Demographics Interface-Seat License	\$450.00	
850040	Import/Export Demographics Interface**	\$6,750.00	
850040-001	Import / Export Demographics Interface-Seat License	\$450.00	
852007-0025	Import Demographics To Texas Dps Software System	\$1,350.00	
850026	Software Only, Live Scan Management System(LSMS)	\$1,350.00	
855009	MOBS Software	\$1,620.00	Product Page
850371	Software, Mugshot Best Practices - LSMS Optional Component	\$1,080.00	
932000	Custom Software Development (rate per hour)	\$180.00	Product Page
930100-01	Implementation and Training, First Day	\$2,300.00	Product Page
930000-5	Implementation and Training, Subsequent Day On-site	\$920.00	Product Page

**Please note that this pricing is for standard, Tier 1, XML interfaces only; all others require a custom quote.

Notes:

1. Purchases above \$500,000 are subject to additional discount to customer based on project scope.
2. Cross Match offers it's Texas DIR customers a 1% prompt payment is received within 10 days of receipt of invoice.
3. Prices include Standard Ground Shipping. Expedited shipping is available on request, please contact Cross Match for more information.
4. All sales are final; no refunds, credits or exchanges will be accepted.

Search bar with "All" dropdown, "Enter Search Criteria" input, and "Go" button.

- Home Co-op Contracts Texas.gov Security DCS CTS IT Leadership About DIR Contact Us



< Return to search results

Cross Match Technologies, Inc.

URL Vendor Website
Vendor ID 1650637546400
HUB Type Non HUB

DIR Contract Number DIR-SDD-1024
Contract Term End Date 7/17/2011
Contract Exp Date 7/17/2013

How to Order

- 1. For product and pricing information, visit the Cross Match Technologies, Inc. website or contact Michael Stein at (866) 526-6223.
2. Generate a purchase order, made payable to Cross Match Technologies, Inc.. You must reference the DIR Contract Number DIR-SDD-1024 on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Cross Match Technologies, Inc.

Contact Michael Stein
Phone (866) 526-6223
Fax (251) 217-9247

DIR
Contact Sergio Upton
Phone (512) 936-3101
Fax (512) 475-4759

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1024

Standard Terms and Conditions PDF - 148 KB

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 89 KB | Updated 07/26/2010

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 43 KB | Updated 07/26/2010

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Available Brands

Cross Match Technologies

Available Products & Services

Emergency Preparedness Hardware and Related Services

Additional Contract Information

Appendix D, Sales and Installation Quote Form (77 KB)
Amendment 1 (118 KB)

< No thanks, return to search

Reseller Vendor Contacts

There are no resellers associated with this contract

- Capitol Complex Directory
Statewide Search
Sponsored Sites
Planned Procurement Schedule

- Document Library
SAO Fraud Reporting
Homeland Security
Sunset Review Notification

- FAQs
Site Policies
Site Map
Job Postings

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
512.475.4700

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES

Cross Match Technologies, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Cross Match Technologies, Inc. (hereinafter "Vendor"), with its principal place of business at 3950 RCA Boulevard, Suite 5001, Palm Beach Gardens, Florida 33410.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-119, on August 28, 2008, for Emergency Preparedness Hardware and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-119 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Cross Match Sales and Installation Quote Form; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-119, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-119, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings**A. Products**

Products available under this Contract are limited to emergency preparedness hardware as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those services specifically related to emergency preparedness hardware and specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing**A. Manufacturer's Suggested Retail Price (MSRP)**

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherry Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherry.parks@dir.state.tx.us

If sent to the Vendor:

Kristi J. Romer
Senior Account Manager
Cross Match Technologies, Inc.
116 Wagonwheel Court
Marlton, NJ 08053
Phone: (866) 260-2763
Facsimile: (251) 217-9247
Email: Kristie.romer@crossmatch.com

7. Software License Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License agreement and determine if the Customer accepts the license terms. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

8. Intellectual Property Matters

A. Definitions

1. "Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work

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Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form

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determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph h hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Cross Match Technologies, Inc.

Authorized By: Signature on File

Name: Martin K. Wienbaum

Title: CFO

Date: 7-09-09

**The State of Texas, acting by and through the
Department of Information Resources**

Authorized By: Signature on File

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: 7-17-09

Legal: 7-16-09