

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00223184

PO #

Date: 09/18/12

9/20/12

Bill To: x
x

Vendor: 175226
COMMERCIAL ELECTRONICS CORP
1318 N. BRAZOS
SAN ANTONIO TX 78207
FAX (210)737-1240

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No: HGAC #RP07-11

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		UPGRADE 911 RECORDER DO NOT DUPLICATE ORDER		
1.00	EACH	HIGHER GROUND NEXTGEN911 PSAP INTERACTION RECORDER WITH 500 GB RAID 1 STORAGE AND DUAL POWER SUPPLIES.	5,078.05 ✓	5,078.05 ✓
1.00	EACH	ADD 24 ANALOG PORTS	10,410.09 ✓	10,410.09 ✓
1.00	EACH	ADD 24 DIGITAL PORTS	11,052.84 ✓	11,052.84 ✓
1.00	EACH	ON-SITE INSTALLATION (PER DAY)	1,600.00 ✓	1,600.00 ✓
1.00		REPLICATION 64 PORTS NO CHARGE		.00
1.00	EACH	PERIPHERAL KIT (MONITOR KEYBOARD AND MOUSE)	400.00	400.00 ✓
1.00		CREATE STAND-ALONE PLAYBACK CD-NO CHARGE		.00
1.00		REDACTION- NO CHARGE		.00
1.00	EACH	SOFTWARE MAINTENANCE	3,610.50	3,610.50 ✓
1.00	EACH	DISCOUNT	-4,867.14	-4,867.14 ✓
1.00	EACH	SHIPPING	190.00	190.00 ✓
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336 - Sheriff Computer Services	3,610.50	
		2-1100-421-00-280-001-0-745 " " Equipment	23,863.84	
			Freight	.00
			Total	27,474.34 ✓
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

*Need Support agreement
Vendor is not under the HUNT contract.
Wes Burns
(210) 577-2111*

Authorized By: _____



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

RP07-11

Date Prepared:

August 28, 2012

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Hidalgo Co. SO	Contractor:	Commercial Electronics Corp
Contact Person:	Richard Ozuna	Prepared By:	Bill Behar
Phone:	(956) 393-6050	Phone:	210-547-2131
Fax:	(956) 393-6058	Fax:	210-737-1240
Email:	richard.ozuna@hidalgo.org	Email:	bill@comelectronics.com

Catalog / Price Sheet Name:	
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	HigherGround NextGen911 PSAP Interaction Recorder with 500 GB RAID 1 Storage and dual power supplies.	\$5,078.05	\$ 5,078.05
1	Add 24 Analog Ports	\$10,410.09	\$ 10,410.09
1	Add 24 Digital Ports	\$11,052.84	\$ 11,052.84
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
1	On-Site Installation (per Day)	\$1,600.00	\$ 1,600.00
			\$ -
			\$ -
Total From Other Sheets, If Any:			
Subtotal A:			\$ 28,140.98

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Replication 64 ports No Charge	\$ -	\$ -
1	Peripheral Kit (Monitor Keyboard and mouse)	\$ 400.00	\$ 400.00
1	Create Stand-Alone Playback CD - NO charge		\$ -
1	Redaction- NO charge		\$ -
1	software maintenance	3610.5	\$ 3,610.50
Total From Other Sheets, If Any:			
Subtotal B:			\$ 4,010.50
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	14%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

	\$ -
Shipping	\$ 190.00
Discount	-\$ 4,867.14
Subtotal C:	-\$ 4,677.14

Delivery Date:	TBD	D. Total Purchase Price (A+B+C):	\$ 27,474.34
-----------------------	-----	---	--------------

SECTION B: PRODUCT SPECIFIC REQUIREMENTS

For

RP07-11 – Record & Playback Systems

Table of Contents

INTRODUCTION – SCOPE & PURPOSE1

BID BOND2

BIDDERS LEGAL NAME2

H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS:.....2

PRODUCT CODES.....3

PRODUCT CATEGORIES.....3

A. Networkable Digital Logging Recorder Systems (NDLRS).....3

STRUCTURE OF RESPONSE AND REQUIRED INFORMATION.....4

Segment A: Products & Pricing.....4

Segment B: References.....4

Segment C: Geographic Areas Served.....5

Segment D: Service Facilities & Personnel.....5

Segment E: Customer Contract/Agreement Documents.....5

PROPOSAL EVALUATION5

INTRODUCTION – SCOPE & PURPOSE

The Houston-Galveston Area Council (**H-GAC**) is a government agency which provides a Cooperative Purchasing Program as part of its services to other government agencies. The Program currently makes blanket type contracts, covering products and services for the use of its membership of more than 4500 local government participants (End Users) including cities, counties, emergency service districts, school districts, and non-profit organizations. Any local government may participate in the Program so long as their state has “inter-local cooperation authority” or other joint power provisions which will allow participation in cooperative activities. Currently this practice is allowed in most states. There is also **no** cost to join and become a participating member of the H-GAC Cooperative Purchasing Program.

H-GAC is currently soliciting Competitive Proposals for the purpose of selecting qualified manufacturers, distributors or re-sellers, to make their Networkable Digital Logging Recorder Systems products available to all current and future participants in this Cooperative Purchasing Program. The contract period shall cover a **thirty-six (36) month period**, commencing on or about **July 1, 2011**. Participants in our Program may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. Proposer must have the ability to effectively sell and service to all H-GAC Participants. This provides qualified governmental entities, political subdivisions and non-profit organizations the ability to purchase new Networkable Digital Logging Recorder System products.

This contract will allow H-GAC Participants to build their final desired Networkable Digital Logging Recording System (through options add-ons or deducts). A comprehensive catalog or listing of components or services, related to this bid invitation, shall be priced and included on Forms D/E, and shall also be provided in an electronic format. Discounts, if applicable, shall be clearly shown for ease of evaluation and clarity to End Users. The Contractor must have the ability to effectively sell and service all H-GAC Participants. **This will be a multi-source contract for all contractors meeting or exceeding the minimum specifications set forth herein. There will be a maximum score of 100 points. Proposers scoring the minimum 70 points or above may be offered a contract, but the number of contracts offered in any Product Category will be based solely on H-GAC's determination of what best serves the interests of Program Participants.**

NOTE: This Invitation DOES NOT cover used or refurbished equipment.

The **H-GAC** Cooperative Purchasing Program was established to provide purchasing services to local governments within the State of Texas, and that remains H-GAC's primary focus. However, the Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for **H-GAC** to provide these products and services to local governments in other states as well. With that authority, **H-GAC** wishes to make contracted products and services available to out-of-state governments and or political entities, state agencies and non-profit agencies whenever practicable. Therefore, once a contract is awarded for the supply of Products or services to End Users in Texas, the Contractor is expected to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following;

- **H-GAC** will not make separate awards to Contractors for sales in Texas vs. sales outside Texas.
- For all Product/Services, Contractor must submit pricing which will be valid for Texas End Users and End Users in other states as well. A Contractor's decision whether or not to market services outside the State of Texas may influence **H-GAC**'s evaluation of Contractor's response and potential contract award.

BID BOND

There is no bid bond requirement.

BIDDERS LEGAL NAME

Proposer's legal name on **Form A** must match the name on any required documentation such as licenses, bonds, etc. If that name differs, please explain how and why. The signatory must in fact be an owner/employee of the company that is the legal Proposer.

H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS:

As described in **Section-A**, for each purchase order under an awarded contract, H-GAC will invoice contractors directly for the 1.5% H-GAC purchase order processing charge on the total value of each order placed with a contractor through the Program. It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Unit and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

Competitive Pricing:

By submission of a response, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.

Procurement Process:

The **HGACBuy** procurement process operates generally as follows:

- a) End User/Buyer contacts Contractor and discusses requirements.
- b) Contractor prepares an **HGACBuy** Contract Pricing Worksheet for End User/Buyer, based on **H-GAC** contract.
- c) End User/Buyer sends a purchase order to Contractor, and Contractor faxes a copy to **H-GAC** along with the Contract Pricing Worksheet.
- d) For each purchase order received, **H-GAC** will prepare an "Order Confirmation" and transmit it to both End User/Buyer and Contractor. The Order Confirmation verifies that Contractor has a valid **H-GAC** contract and that the order is being handled legally thru the **HGACBuy** Program.
- e) **H-GAC** will invoice Contractor for the Order Processing Charge.
- f) Contractor delivers the ordered product (s) and invoices End User/Buyer.
- g) End User/Buyer pays Contractor for products(s) received and accepted.

h) Contractor remits Order Processing Charge to H-GAC.

PRODUCT CODES

For purposes of this invitation and any subsequent contract, all systems shall be identified using a descriptive two (2) character alpha product code. The first character of the code will identify the Manufacturer (see below), the second the Product Category (A, B....K). **Proposer shall price the product code(s) of their choice and make reference to this code(s) on HGAC proposal forms (D & E).**

Example – A Nice Networkable Digital Logging Recorder System and shall be designated “AA” product code.

A	Nice Systems
B	Dictaphone
C	Voice Print
D	Verint
E	HigherGround
F	Eventide
G	CMX/Total Recall
H	Dynamic Instruments
I	Stancil
J	Magna Carta
K	Alliance Recording Systems
L	RevCord
M	ComLog

PRODUCT CATEGORIES

The H-GAC Product Categories covered by this Invitation include:

Proposer is expected to provide a complete offering of available products for routine general acquisitions and installation of the stated product category being bid, to include installation services, training and maintenance.

A. Networkable Digital Logging Recorder Systems (NDLRS)

This proposal establishes pricing for continuously operating **Digital Logging Recorder System** which must at a minimum be capable to simultaneously record and replay audio resources from both telephone and radio transmissions and include associated data such as time, date ANI/ALI, radio ID, alias, talkgroup ID. The networkable digital Logging Recording System shall have the flexibility to be used either as a stand-alone unit or to be part of a larger network of multi units solution; but must have the capability to support centralized configuration, administration and control, with a synchronized replay from the whole solution as a single system, giving complete transparency to the user of any number of recording types. The system may have the option to include multi-media recording but only if it can be synchronized and transparent to the audio replay interface.

Recorders shall satisfy regulatory standards and provide public safety and government agencies with increased efficiency in incident reconstruction and investigation analysis and cover the following details:

- The DLRS shall meet all applicable FCC and UL standard and Compliant with call-recording regulations to include at the following methods:
 - TDM: Extension side Recording - Analog/Digital, Trunk side Recording - E1/T1. Dedicated Trunk.
 - Passive VoIP - Static or Dynamic (DHCP environment)
 - Active VoIP and SIP
 - Supported Signaling CTI – CDR,
 - Line Signaling-
 - Activity Detection- Interactions are created according to voice activity on the line.
 - On/Off hook - Interactions are created according to on/off hook events that are extracted from the line. Only basic information is available.
 - D-Channel- Interactions are created according to a set of events that are extracted from the line. Call information includes caller ID, dialed number, direction and DTMFs.

- Extended resiliency features— hot-swappable disk with RAID1, hot swappable redundant power supply, optional dual archiving devices and N+1 support
- User-friendly web-based application delivering simple but comprehensive functionality. Fast and easy call and transmission access and retrieval—online recording with G.723 compression providing powerful capabilities.
- Centralized administration and storage — either locally or remotely — improving administration and maintenance processes
- Play calls back for quality management or investigation
- NENA Partner Program member preferred.

STRUCTURE OF RESPONSE AND REQUIRED INFORMATION

In addition to H-GAC Forms A, B, and C, Proposer shall provide the information described below, **labeled and tabbed to correspond with the designated Segment Headings (A thru E) being bid**. Format is at Proposer's discretion, unless otherwise stipulated. If Proposer is making a response submission in more than one Product Category, a single Segment B, Segment C, and Segment D will suffice. However, Segment A and Segment E shall be subdivided for each H-GAC Product Category being addressed in the response.

Segment A: Products & Pricing

In this Segment Proposer shall price and describe the specific products and services offered. The information shall be provided on H-GAC Form D. Any optional accessories/equipment should be quoted on Form E. **Options bid on Form E must pertain to the manufacturer/product code being proposed on Form D. For example, if you are proposing a HigherGround on Form D, only options associated with the HigherGround system may be listed/priced on Form E.** Proposer **MUST** provide all pricing (Forms D & E) in an electronic format. **Proposer shall provide:**

1. A comprehensive list of all products and services being offered for contract. Pricing may be in the form of: (1) An Itemized listing of specific items/products with their associated cost/price (2) catalog pricing, whereby entire product catalogs and list price/dealer price books are submitted, with a % discount off list shown. Quantity discounts and other incentive programs which will be made available should also be addressed. Proposer must provide a copy (hard/electronic) of all catalogs bid. **Catalogs MUST be identified on Form D as a line item along with % discount.**
2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.); such that the basic capabilities and features of the equipment offered can be ascertained.
3. If normally available, provision of extended warranty and maintenance services beyond those provided with purchase of equipment should be addressed and priced.

Segment B: References

Further to the requirements for references as detailed in Section A, General Terms & Conditions, Proposer must provide references from at least five (5) local government entities which have purchased offered Products within the past two years. Information provided shall include, as a minimum:

1. Entity name
2. Contact person's name, address & phone number
3. Description and value of product(s) purchased

Proposer is encouraged to include any letters of endorsement which may be available from the supplied references. In any event, H-GAC reserves the right to consider historic information and other facts in its proposal evaluations, whether gained from this proposal, references, or any other source.

Segment C: Geographic Areas Served

HGACBuy is a nationwide program. Describe your Geographic Coverage so H-GAC may evaluate your ability to meet the needs of End Users from all areas of Texas, and the United States. If you are only interested in the Houston-Galveston region, so state.

Segment D: Service Facilities & Personnel

1. Sales office locations.
2. Factory and Service Center Locations.
3. Technical and maintenance services provided after a sale, and on what basis
4. Warranties, policies and procedures for handling problems and returns
5. Customer training provided, and on what basis?

Segment E: Customer Contract/Agreement Documents

Proposer shall provide copies of all documentation that a customer would be required to sign in the event a purchase is made. H-GAC shall review documentation relative to consistency with industry/Proposers' norms, and restrictiveness relative to the best interests of H-GAC members.

PROPOSAL EVALUATION

All aspects of the evaluation of proposals will be based solely on the judgment and determination of H-GAC. Proposals will be evaluated in two (2) stages.

The **first stage** will be a general evaluation of the overall compliance of the response with RFP requirements. Proposals deemed to be responsive will then be passed to the second stage. **(Pass/Fail)**.

The **second stage** of evaluation will involve consideration of the criteria specified below. There will be a maximum score of 100 points. Proposers scoring the minimum 70 points or above may be offered a contract, but the number of contracts offered in any Product Category will be based solely on H-GAC's determination of what best serves the interests of Program Participants.

The highest scoring proposer in each Product Code will be invited to negotiate a contract with H-GAC. If a contract cannot be negotiated within 30 days, H-GAC may, at its sole discretion, terminate negotiations with the highest scoring proposer and enter into negotiations, or not, with the next highest scoring proposer.

PROPOSAL EVALUATION TABLE

Proposal Evaluation Criteria	Points	Score
Overall compliance of Response with RFP requirements.	Pass/Fail	
Products and Pricing on Form D: (Segment A)	30	
References: (Segment B)	20	
Geographic Area Covered: (Segment C)	20	
Service Facilities & Personnel: (Segment D)	20	
Restrictiveness of Documentation : (Segment E)	10	
Total:	100	

Note: Proposer shall address in depth each of the above criteria. Failure to do so may result in the bid being deemed non-compliant.

Specifications prepared by

**Houston-Galveston Area Council
Cooperative Purchasing Program**

For questions about this Invitation, please contact:

Bill Burton

Ph: 832-681-2514

FX: 713-993-4548

Email: wburton@h-gac.com

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
COMMERCIAL ELECTRONICS CORP
San Antonio, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Commercial Electronics Corp** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1318 North Brazos, San Antonio, Texas 78207.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Record & Playback Systems** Contract to become effective as of July 1, 2011, and to continue through June 30, 2014 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Record & Playback Systems** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Record & Playback Systems** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RP07-11**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RP07-11**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:




Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Debra Vick, Director of Public Services
Date: May 24, 2021


Signed for Commercial Electronics Corp
San Antonio, Texas:



Printed Name & Title: Mark W. Stemmermann President

Date: May 18, 2021

Attest for Commercial Electronics Corp
San Antonio, Texas:



Printed Name & Title: Wes Burns - VP OPERATIONS

Date: 5/18, 2021

Contractor(s)

NICE Systems, Inc.; AT&T Texas: Applied Digital Solutions; Capture Technologies, Inc.: Carmichael Business Systems, Inc.; Creative Communications Sales & Rentals, Inc.; Firstline Business Systems, Inc.; Grabar Voice and Data Inc.; VECTRA Solutions NV, VanBelkum Companies, LLC: Wilmac Company; Word Systems, Inc.; Edge One Solutions, Inc.; American Telecom Solutions LLC: Voice Products

Products & Services Offered

NICE Security Solutions capture and record meaningful information from a variety sources, analyze its content, and fuse it to form a common operational picture for simple and easy playback. With a complete range of recording platforms, NICE provides a universal solution to offer a 360° understanding so organizations can efficiently investigate and share an incident. NICE solutions also enable organizations to implement their response plans to become proactive in real time and collaborate in event resolution to improve overall performance.

Contractor(s)

REVCORD; VLR Communications: Stephen Campbell & Associates, Inc.; Quality Recording Solutions; Applied Digital Solutions; Platte Valley Communications; 1. Rhodes, Lauck & Associates

Products & Services Offered

High reliability rack mountable voice and multimedia logging recorder including dual hot swap power supplies and dual hot swap RAID 1 500 GB hard drives for analog, digital TDM, digital trunk and VoIP inputs. Browser based clients for search, playback, live monitoring, instant recall, tagging calls, quality monitoring, reports and statistics and administration.e.

Contractor(s)

Stancil Solutions

Products & Services Offered

The Stancil Digital Logging Recorder System is capable of recording from 4-144 analog, digital, and / or VoIP channels in a single chassis. The Stancil Recording System was designed utilizing a distributed architecture model which insures reliability in system performance. Additionally the Stancil Recording System Hardware is made up of Tier 1 hardware component from manufactures such as Intel, Kingston, Seagate, etc and each configuration fully tested for compatibility and reliability.

Contractor(s)

Voice Print International

Products & Services Offered

VPI CAPTURE is advanced, NG9-1-1 ready logging voice, screen and data recording system that unifies and consolidates the recording from analog, digital and VoIP phone systems, traditional and trunked radio systems, and other audio source devices – delivering reliable recording for single or multi-site organizations. Open, service oriented architecture and commercially available off the shelf industrial components make this system resilient and easy to implement, scale and maintain. Extensive security, multi-media scenario recreation, fast and easy to use instant recall, highly customizable interface for high-precision call searches and reporting and options for integrated quality assurance and eLearning upgrades are just some of the feature examples that have made the VPI recording systems a prime choice for government and public safety organizations since 1994.

[Back to top](#)

- **Edge One Solutions, Inc.**
Todd Williams
(P): 919-554-1954
(F): 919-554-9257
[Click here for Email](#)
- **EventIde Inc.**
Gordon F. Moore
(P): 201-641-1200
(F): 201-641-1640
[Click here for Email](#)
- **Firstline Business Systems, Inc.**
Mark Hundley
(P): 360-695-3138
(F): 360-695-7639
[Click here for Email](#)
- **Goserco, Inc.**
Larry Goin Jr.
(P): 480-964-8911
(F): 480-964-8912
[Click here for Email](#)
- **Grabar Voice and Data Inc.**
John Grabar
(P): 701-258-3528
(F): 701-250-8850
[Click here for Email](#)
- **HigherGround, Inc.**
Jim Ballard
(P): 818-456-1600
(F): 818-456-1515
[Click here for Email](#)
- **InterAct Public Safety Systems**
Brad Thompson
(P): 512-689-8660
(F): 866-368-8602
[Click here for Email](#)
- **Nelson Systems, Inc.**
Brandt Whitehead
(P): 800-851-3348
(F): 217-793-1582
[Click here for Email](#)
- **NICE Systems, Inc.**
Karl Hammes
(P): 303-744-1675
(F): 201-964-2610
[Click here for Email](#)
- **Platte Valley Communications**
Cory Priester
(P): 308-382-6212
(F): 308-384-1557
[Click here for Email](#)
- **Quality Recording Solutions**
Alex Spencer
(P): 770-993-4793
(F): 770-993-5038
[Click here for Email](#)
- **REVCORD**
Cuy Churchouse
(P): 281-404-7040
(F): 281-404-5323
[Click here for Email](#)
- **Rhodes, Lauck & Associates**
Royce Holmes
(P): 800-825-3944
(F): 901-336-6784
[Click here for Email](#)
- **Stancil Solutions**
Mike Hanner
(P): 888-431-7950
(F): 321-309-2756
[Click here for Email](#)
- **Stephen Campbell & Associates, Inc.**
Stephen Campbell
(P): 216-292-7121
(F): 216-292-3130
[Click here for Email](#)
- **Travis Voice and Data, Inc.**

Sean Miller
(P): 405-948-1797
(F): 405-948-9222
[Click here for Email](#)

- **VanBelkum Companies, LLC**
Dirk Boomstra
(P): 616-974-8200
(F): 616-974-5678
[Click here for Email](#)
- **VECTRA Solutions NV, LLC**
Russ Clark
(P): 702-364-2060
(F): 702-364-2073
[Click here for Email](#)
- **Vista Com**
Robin Clevenger
(P): 281-516-9800
(F): 281-516-7056
[Click here for Email](#)
- **VLR Communications**
Jon Weichelt
(P): 847-870-8310
(F): 847-255-5770
[Click here for Email](#)
- **Voice Print International**
Jeff Visger
(P): 800-200-5430
(F): 805-389-5202
[Click here for Email](#)
- **Voice Products**
Stuart G. Peters
(P): 316-616-1111
(F): 316-263-1823
[Click here for Email](#)
- **Wilmac Company**
Richard Voytko
(P): 413-337-5761
(F): 585-454-3592
[Click here for Email](#)
- **Word Systems, Inc.**
Jim Halsmer
(P): 317-544-0499
(F): 317-544-2192
[Click here for Email](#)

Tanya.Delira

From: Bill Behar [bbehara@comelectronics.com]
Sent: Thursday, October 18, 2012 10:08 AM
To: tanya.delira@co.hidalgo.tx.us
Cc: richard.ozuna@hidalgo.org; michael.garza@hidalgo.org
Subject: Hidalgo and HigherGround - Maintenance

Tanya

As Per your request here is the software coverage.

Tier I - The Software Only option is a 24-hour remote maintenance and software update plan. Most problems can be corrected quickly through dial-up or internet access into the voice logging server. With, internet or a dedicated phone line provided, the system will also automatically report any malfunction directly to HigherGround who will then correct the problem perhaps even before it becomes evident to you. As new software features come available, they will be automatically downloaded to the system. If, internet or a dedicated phone line is not available, a shared line could be switched as needed (perhaps a fax line), however, automatic trouble reporting could not occur.

The system comes with Tier II support for Hardware.

Tier III - Standard service continues the same service as that provided during the warranty period; i.e. 24-hour monitoring, remote software updates and covers all system hardware as well. Most malfunctions are typically not hard equipment failures, and can be corrected by reinitializing programs remotely. However, should an otherwise warrantable failure occur to the hardware, this plan covers all parts, labor and mileage during normal business hours. Should after-hours service be required, the customer would be responsible for additional labor charges of \$217.50 per hour

The Terms and conditions will be covered with a signed PO.

Please do not hesitate to call if you need anything else.

Have a great day.

Bill Behar

Sr. Account Executive
TX APCO/MENA CCAM
800-933-4077, ext. 2131
Direct 210-547-2131