



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

E-12-125-04-24

March 9, 2012

Cardinal Tracking Inc.
C/O Steve Leushner
Lewisville, Tx 75057-6046

Via email: spusnie@cardinaltracking.com
Effective from: 04-27-2012 thru 04-26-2013

Re: E-11-162-04-26

"Turn-key Purchase of a New Records Management Software" for Hidalgo County HIDTA Task Force.

Dear Mr. Leushner:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the final one (1) year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of March 27, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than, Monday, March 12, 2012, via facsimile to (956) 956-292-7612 or email to : cris.villareal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 

Date: 4/4/2012

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department

cc:
department
auditors

**REQUIREMENTS AGREEMENT
C-10-049-04-27**

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 27, 2010** and between **CARDINAL TRACKING INC.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Turn-key Purchase of a New Records Management Software,**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period one (1) year with the County's option to renew two (2) additional one (1) year terms based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase and/or license from Seller, and Seller agrees to sell and/or license to Buyer, all of the Products that Buyer may require for use by Buyer in "**Turn-key Purchase of a New Records Management Software**" in the areas of **Hidalgo County HIDTA Task Force** projects for a period of **one(1) year** commencing upon execution of contract, with the County's option to renew for two (2) additional one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agree that the Products will meet the specifications set forth in Exhibit "A" hereto. To the extent of any conflict between the terms of the Agreement and any other agreements offered or required by Seller for Buyer to license and/or purchase the Records Management Software, the terms of Agreement shall control.

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

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

4. County and Seller agree that either party may terminate this contract upon

thirty (30) days written notice at any time for any reason or no reason at all.

5. Seller shall license to Buyer the rights to utilize the Records Management Software by separate document(s). The terms of this Requirements Agreement, shall control over any conflicting terms of the Records Management Software License agreements.

6. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge

100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Cardinal Tracking Inc.
Attn: Steve Leushner
1825 Lakeway Dr. Suite 100
Lewisville, Tx 75057-6046

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, 4-27-10.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:  _____

HIDALGO COUNTY

By: 
Rene A. Ramirez, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

CARDINAL TRACKING INC.

By: M Mitchell
Printed Name: Megan Mitchell
Title: Account Manager

Cost of Cardinal's Annual Software Maintenance

First Year of the Annual Software Maintenance and Support - Included **NO CHARGE**

* Cost of the Second Year of the Annual Software Maintenance Agreement : \$ 3,041.10

* Cost of the Third Year of the Annual Software Maintenance Agreement : \$ 3,041.10

Note: Optional 24/7/365 Software Maintenance and Support is available on request by the Customer.

* Second and Third Year Cost of the Annual Software Maintenance Agreement is based on 18% of the Software Only. See below for detail breakdown.

1 BADGE SE Police RMS Base System Pkg. Tier 1	\$ 4,995.00	\$ 4,995.00
15 BADGE SE Multi-User Licenses Tier 1	\$ 295.00	\$ 4,425.00
1 BADGE SE Vehicle Maintenance Module Tier 1	\$ 995.00	\$ 995.00
1 BADGE SE Warrants Module Tier 1	\$ 995.00	\$ 995.00
1 PLIS SE Photo Lineup Imaging System Tier 1	\$ 2,995.00	\$ 2,995.00
1 BADGE SE Enhanced Property Professional Software	\$ 1,995.00	\$ 1,995.00
1 BADGE SE Enhanced Property - Cardinals Tracer Plus Professional Software	\$ 237.00	\$ 237.00
1 BADGE SE Enhanced Property - Cardinal ODBC Link for Tracer Plus	\$ 258.00	\$ 258.00
Sub-Total Software Only :	\$ 16,895.00	

18% of the Sub-Total Software Only is based on 18% of Software Only : 18%

Cost of the 2nd Year of Annual Software Maintenance Agreement : \$ 3,041.10

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY
HIDTA TASK FORCE

REQUEST FOR PROPOSAL

**“TURN-KEY PURCHASE OF A NEW
RECORDS MANAGEMENT SOFTWARE”**

RFP NO: 2010-049-03-24CGV

**HIDALGO COUNTY HIDTA TASK FORCE
REQUEST FOR PROPOSAL
“TURN-KEY PURCHASE OF A NEW
RECORDS MANAGEMENT SOFTWARE”
RFP NO: 2010-049-03-24-CGV**

OVERVIEW:

The County of Hidalgo is seeking sealed proposals from qualified vendors to furnish all items essential for a “**TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE**” for the HIDTA Task Force. The proposed system must provide a turnkey solution that includes all hardware and software, software upgrades, maintenance, warranty and training (if necessary) for the HIDTA Task Force Department. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of “**TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE**” as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 24, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2010-049-03-24CGV

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

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

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, March 17, 2010, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via

facsimile by Friday, **March 19, 2010**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF PROPOSALS:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

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

SIGNING OF PROPOSALS:

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

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

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

DURATION OF CONTRACT: The initial term of the contract shall be for the period of one (1) year with the County's option to extend the contract for two (2) additional one (1) year terms based on funds availability.

Hidalgo County reserves the right to continue this proposal for an additional sixty days (60) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

Additional requirements to be included in the contract, stated under **SPECIFICATIONS/REQUIREMENTS** (Warranty, Maintenance and Service) in **Attachment "A"**.

DAVIS BACON ACT: (if applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- c. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

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

UNDERSTANDING OF THE PROJECT:

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

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a qualified vendor with proven software experience in Law Enforcement for "Turn-key Purchase of a New Records Management Software. The proposer who

will directly perform the services is required to have any and all applicable licenses, permits and certifications necessary services and must include with RFP, including but not limited to the following:

- The proposer must provide a Company Profile with the number of years in business;
- The proposer must provide documented evidence of their experience in developing a supporting Law Enforcement Record Management Software;
- The proposer must provide a listing off all Optional Modules and Related Software Products that are available and are 100% integrated with Records Management Software being proposed;
- The proposer must supply a list of customers, contacts, phone numbers of customers using the Records Management and Related Software products in the state of Texas.

PERSONNEL AND STAFFING:

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

REQUIRED CERTIFICATES AND SUBMITTAL:

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

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

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, March 24, 2010.**

SCOPE OF SERVICES/REQUIREMENTS

GENERAL INFORMATION:

Hidalgo County HIDTA TASK FORCE (hereafter called County) intends to contract with the most qualified providers (hereafter called "vendor") to provide all items essential for the "**TURN-KEY PURCHASE OF A NEW RECORDS MANAGEMENT SOFTWARE**" to include all labor, hardware,

software, software updates, warranty, maintenance and training required. The System should be available for installation upon award of the contract and/or purchase order.

STATEMENT OF WORK/REQUIREMENTS

As requested and further detailed in Attachment “A” enclosed herein.

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

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

- All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County’s best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

EVALUATION COMMITTEE:

The HIDTA Task Force Staff and/or member(s) of the Purchasing Department.

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County HIDTA Task Force will evaluate the proposals utilizing the evaluation criteria outlined in Exhibit “B” attached herein. Thereafter, Hidalgo County Commissioners’ Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County HIDTA Task Force, including but not be limited to, the items listed below:

- | | | |
|----|---|-----------|
| 1. | Capability and Software Performance | 25 points |
| 2. | Ability to provide all services requested | 20 points |
| 3. | Financial Stability and Experience with Law Enforcement Systems | 20 points |
| 4. | Cost and Warranty/Maintenance Service | 35 points |

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County HIDTA Task Force will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County HIDTA Task Force will make a recommendation to Hidalgo County Commissioners' Court for approval of rank and/or award of proposal before proceeding with negotiation process.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2012

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

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

PRODUCER Independent Insurance Group 3010 LBJ Freeway Ste. 920 Dallas TX 75234-7004	CONTACT NAME: Diana Allred PHONE (A/C, No, Ext): 972-231-8277 E-MAIL ADDRESS: dianaa@indinsgrp.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Cardinal Tracking Inc 1825 Lakeway Dr # 100 Lewisville TX 75057	INSURER A: Hartford Casualty Insurance Co	
	INSURER B: Hartford Fire Ins. Co.	
	INSURER C: Twin City Fire Ins Co Co	
	INSURER D: Sentinel Insurance Company	
	INSURER E:	
INSURER F:		NAIC # 29459

COVERAGES

CERTIFICATE NUMBER: 860960128

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			46UUNPN2522	2/27/2012	2/27/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PRODUCTS - COMP/OP AGG \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46UUNPN2522	2/27/2012	2/27/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$\$10,000			46RHUPN1646	2/27/2012	2/27/2013	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	46WEPO0972	2/27/2012	2/27/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Technology Liability			00TE025610610	2/27/2012	2/27/2013	Glitch \$1,000,000 Agg \$1,000,000

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

Hidalgo County is included as additional insured on the general liability policy as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County New Administration Building 2812 S Highway Bus. 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AI-31431

10. O.

CC CONSENT

Meeting Date: 04/24/2012

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the final year extension as provided under the current requirements agreement for "Turnkey Purchase of A New Records Management Software for Hidalgo County HIDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking, Inc., (E-11-162-04-26) for the period of 04/27/2012-04/26/2013.

BACKGROUND

Cost for third Year of the Annual Software Maintenance in the amount of \$3,041.10.

Fiscal Impact

FISCAL YEAR: 2

ACCT. #: 1254-412-00-270-014-0-336

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 04/16/2012, refer to Req. #00214492

Attachments

Current Contract

backup

backup

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
04/10/2012 11:43 AM

Form Started By: Gricelda Villarreal

Started On: 03/09/2012 11:22 AM

Final Approval Date: 04/10/2012

2. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to: "...order any of the property to be destroyed or otherwise disposed of as worthless inasmuch as the sale of said items CC undertook to sell (under Subdivision (1) at auction on 4-28-12 resulted in no bids were received.

- O. AI-31431 Requesting authority to exercise the final year extension as provided under the current requirements agreement for "Turnkey Purchase of A New Records Management Software for Hidalgo County HMDTA Task Force", under the same rates, terms and conditions with Cardinal Tracking, Inc., (E-11-162-04-26) for the period of 04/27/2012-04/26/2013.
- P. AI-31207 Requesting approval of Application for Payment No. 4 in the amount of \$29,407.50 from Homer Alvarez dba Alvarez Construction, contracted vendor for Morningside South Subdivision as reviewed and submitted by project engineer SAM Engineering and Surveying, Inc. (C-CAP-11-022-03-07).