

AI-31263

22. F. 2.

CC REGULAR

Meeting Date: 03/13/2012

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Elections Department:

1. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7)

2. Approval of a "Sole Source Declaration" with Enviromental Systems Research Institute for purchase or licenses, maintenance and support services and authority to purchase 2 ArcEditor Concurrent Use Upgrade from ArcView Single Use thru requisition 20953 in the amount of \$9,900.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-414-00-130-001-0-747

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req#209531 available for \$9,900.00

Attachments

ESRI 209531

ESRI AFFIDAVIT

ESRI SOLE SOURCE LETTER

ESRI ELECTIONS LETTER

legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	02/29/2012 10:03 AM
Roland Garcia	Rolando Garcia	03/08/2012 01:17 PM
Auditor's Office	Monica Badillo	03/09/2012 05:05 PM
Form Started By: Tanya Delira		Started On: 02/29/2012 08:55 AM
Final Approval Date: 03/09/2012		

Requisition

Req # 00209531

PO #

Date: 01/19/12

Bill To: x
x

Vendor: 306703
ENVIRONMENTAL SYSTEMS RESEARCH INSTI'
INC. DBA ESRI
380 NEW YORK STREET
REDLANDS CA 92373-8100
FAX (909)793-5953

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

Contact: Mel Esparza
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2.00		DO NOT DUPLICATE ORDER		
		ArcEditor Concurrent Use Upgrade from ArcView Single Use; item# 102583	4,950.00	9,900.00
1.00				.00
		<u>Account No</u>	<u>Encumbrance</u>	
		2-1100-414-00-130-001-0-747	9,900.00	
			Freight	.00
			Total	9,900.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: 1 (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 12/12/2011 To: 06/09/2012*

Quotation # 20397386

Date: December 12, 2011

Customer # 431226 Contract #

COUNTY OF HIDALGO
 ELECTIONS DEPT
 101 S 10 AVE
 EDINBURG, TX 78539

ATTENTION: Veronica Lopez
 PHONE: (956) 318-2570
 FAX:

Material	Qty	Description	Unit Price	Total
102583	2	ArcEditor Concurrent Use Upgrade from ArcView Single Use*	4,950.00	9,900.00
			Item Total:	9,900.00
			Subtotal:	9,900.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery):	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$9,900.00

*A volume discount has been applied. Quantity discounts apply on a per-order, per-item basis. If you wish to purchase a different number of licenses, please contact me for a revised quotation with adjusted per-unit pricing.

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The following items are optional items listed for your convenience.
 These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
86497	1	ArcEditor Concurrent Use Primary Maintenance (FYI, year 2)	1,500.00	1,500.00
86500	1	ArcEditor Concurrent Use Secondary Maintenance (FYI, year 2)	1,200.00	1,200.00

Sol Soria

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Sandra Evich Email: sevich@esri.com Phone: (909) 793-2853 x1720

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**EXHIBIT 1
SCOPE OF USE
(E300 09/29/2011)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-6953

The scope of use for the Software, Data, and Web Services identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Runtime (1, 15, 18, 33, 35, and 59)
- ArcGIS Runtime SDK (1, 15, 18, 33, 35, and 60)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportals Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, and 35)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)

- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri CityEngine (either 1 or 2 and 44)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri File Geodatabase API (47)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportals Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Portal for ArcGIS (5, 6, 31, 33, 61, 62, and 63)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Esri Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Business Analyst Online Mobile (1, 6, 25, 33, 48, 56, 57, and 58)
- Esri Community Analyst (6, 25, 33, 48, 56, 57, and 58)
- Esri MapStudio (6, 25, 33, 34, 35, and 56)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
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- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook*America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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Authorized Signature

Name (Printed)

FlexLM HostID*—for UNIX Operating System
(Concurrent Use 9.x and prior, Floating and Nodelock)

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**HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT**

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

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

1. My name is Chris Johnson. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit. Environmental Systems Research Institute, Inc.
2. I am an authorized representative of the following company or firm: Research Institute, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
ArcEditor
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature 

SWORN AND SUBSCRIBED TO under oath before me on 10 day of February, 2012

See attached
NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: Environmental Systems Research Institute, Inc. (Esri)
ADDRESS, CITY, STATE & ZIP CODE: 380 New York Street, Redlands, CA 92373-8100
PHONE: 888-377-4575 Fax NUMBER: 909-307-3083
CONTACT NAME AND TITLE: Customer Service Department
WEB ADDRESS: www.esri.com EMAIL: service@esri.com
FEDERAL TAX ID NUMBER: 95-2775732 TEXAS SALES TAX NUMBER: 1-95-2775732-2

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GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

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 Signature of Document Signer No. 2 (if any)

State of California
 County of San Bernardino

Subscribed and sworn to (or affirmed) before me
 on this 16th day of February, 2012
Date Month Year

by (1) CHRIS JOHNSON
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.)

Signature Jessica M. Lund
Signature of Notary Public



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SOLE SOURCE LETTER

**Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
Telephone: 909-793-2853, extension 1990
E-mail: jricks@esri.com**

DATE: 01/19/2012

TO: To Whom It May Concern

FROM: Jackie Ricks, Esri Contracts and Legal Services

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of software maintenance (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

ArcGIS ArcEditor; ArcGIS ArcInfo; ArcGIS Server and extensions; ArcInfo Workstation and extensions; Esri Developer Network (EDN) subscriptions; MOLE; Esri Production Mapping, Esri Defense Mapping, Esri Aeronautical Solution, and Esri Nautical Solution; and certain proprietary training courses.

In an effort to support diversity in federal contracting, Esri has authorized certain small and/or disadvantaged companies (see GSA Advantage! for details) as resellers of Esri products to eligible entities purchasing under a GSA Schedule, including the following products otherwise available only from Esri:

ArcGIS ArcEditor; ArcGIS ArcInfo; ArcGIS Server and extensions; Esri Production Mapping, Esri Defense Mapping, Esri Aeronautical Solution, and Esri Nautical Solution; and certain Esri instructor-led training courses.

Esri distributes certain software licenses, *excluding those listed above*, through open-market value-added resellers and distributors.

If you have further questions, please contact me at 909-793-2853, extension 1-1990.

Sincerely,

A handwritten signature in cursive script that reads "Jackie Ricks".


Jackie Ricks

HIDALGO COUNTY texas

**Hidalgo County
Elections Department**

101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Office: (956) 318-2570
Fax: (956) 318-2569

Memorandum

To: Martha Salazar- Purchasing Agent
From: Yvonne Ramón- Elections Administrator 
Date: February 22, 2012
Subject: ESRI- ArcEditor Concurrent Use Upgrade from ArcView

The Elections Department IT Division is in need of two ArcEditor Concurrent Use Upgrade licenses. These particular licenses are needed in order to allow employees to work concurrently on the same data. As you know, we are in the middle of the redistricting process and need these licenses in order to make any progress.

In 2004 the first ESRI GIS licenses was purchased by the Elections Department. At that time, ESRI had a DIR contract which allowed for ease during the procurement process. ESRI no longer holds a DIR contract. We have provided your department with a sole source letter as well as a sole source affidavit (requisition # 209531).

ESRI, the industry leader and most popular GIS software used around the world, was the vendor chosen due to the features offered by the ArcView software. ESRI is the industry standard for this type of product. ArcGIS ArcView is the most popular full-featured software for visualizing, managing, creating, and analyzing geographical data. Due to the experience obtained over the past years with the GIS software purchased in 2004, we would like to continue with ESRI and upgrade to the ArcEditor Concurrent Use Upgrade license. Please assist us with the requisition in order to obtain the needed software.

Thank you for continued cooperation. If you have any questions, please contact me at (956) 318-2570 ext. 5712.

Angela Garcia

From: Tanya.Delira <tanya.delira@co.hidalgo.tx.us>
Sent: Tuesday, March 13, 2012 8:19 AM
To: 'Arcy Duran'; angela.garcia@co.hidalgo.tx.us; 'priscilla.torres'
Subject: FW: ESRI ArcView License Upgrade. (Req # 209531)

Attached please find the legal approval for AI-31263.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Tuesday, March 13, 2012 8:17 AM
To: 'Tanya.Delira'
Subject: FW: ESRI ArcView License Upgrade. (Req # 209531)

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Tuesday, March 13, 2012 7:39 AM
To: 'Martha Salazar'
Subject: RE: ESRI ArcView License Upgrade. (Req # 209531)

Based on this explanation it appears it is OK if we are purchasing upgrades.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Monday, March 12, 2012 5:08 PM
To: 'Steve Crain'
Subject: FW: ESRI ArcView License Upgrade. (Req # 209531)
Importance: High

Mr. Crain:

This information has been received from Elections in connection with the sole source item we have been discussing. Let me know if you think this will change your concern. Item is on tomorrow's agenda.

Marty

From: luis.diaz [<mailto:luis.diaz@co.hidalgo.tx.us>]
Sent: Monday, March 12, 2012 4:52 PM
To: Martha.Salazar@co.hidalgo.tx.us
Cc: tanya.delira@co.hidalgo.tx.us; 'Yvonne Ramon'; 'Veronica Lopez'; scrain@atlashall.com
Subject: ESRI ArcView License Upgrade. (Req # 209531)

Good Afternoon Mrs. Salazar,

The Elections Department is in need of purchasing upgrades from our two current ESRI ArcView licenses to ESRI ArcEditor licenses to accompany our Geographic Information System. ArcView licenses can be purchased through multiple vendors the ArcEditor upgrade on the other had; can only be purchased through ESRI being that they are the sole source provider of the upgrade from ArcView to ArcEditor. I have attached a copy of the sole source letter provided by ESRI Contracts and Legal Services stating on the second paragraph that ESRI is the sole source provider of ESRI upgrades and extensions ArcEditor being listed on the following paragraph as one of the items ESRI provides sole source. The hardware that houses ESRI software are standard high performance Dell desktop computers. ESRI is not the provider of any hardware our office holds. There is no other provider for the ESRI software upgrades form Arcview to

ArcEditor. The Elections Department has been provided Geographic Information System software and support by ESRI since 2004 when it was initially purchased.

Thank You

Luis M. Diaz

Elections Project Coordinator

Hidalgo County Elections Department

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