



E-16-392-11-01

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

October 12, 2016

TERM: 12/25/16 THRU 12/24/17

Network Sciences, INC.
Attn. John B. Wise
14205 Burnett Rd., Ste. 110
Austin, Texas 78728

(512)-206-6604 - Abram
Gordon
via email: jwise@netsci.net
agordon@netsi.net

Re: Renewal/Extension for Contract – E-15-365-10-21-Hidalgo County Health & Human Services Department - "Indigent Health Care Computer Software"

Dear Mr. Wise

Hidalgo County Purchasing Department will be requesting Commissioner's Court to consider the County's sole option to exercise the second (2nd) year of the two (2) one (1) year renewals as provided in the current contract (under the same rates terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting of **November 00, 2016** for discussion, consideration and action, by signing below and returning to the Purchasing Department by no later than **Tuesday, October 18, 2016** (or sooner) via email to: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: 10/13/2016

Additionally, we are requesting that your company provide an Updated Certificate of Insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626 ext. 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

cc: department



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Edinburg, Texas 78539
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14205 Burnett Rd., Ste. 110
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Hidalgo County Purchasing Department

cc: department



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

October 12, 2016

Network Sciences, INC.
Bidder's name
14205 Burnett Rd., Ste 110
Address
Austin,
City
Texas, 78728
State, Zip Code

Re: **E-15-365-10-21**
HIDALGO COUNTY –HEALTH & HUMAN SERVICES DEPARTMENT
Extension/Renewal

Dear Gentlemen;

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide Reference No.: E-15-365-10-21 shown above. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners' Court Meeting on November 00, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us on or before Wednesday, October 19, 2016. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

APPROVED

AI-56886

Purchasing Department 8. L.

CC CONSENT

Meeting Date: 11/01/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the final one (1) year extension option for H. C. Health & Human Services Department for the "Indigent Health Care Computer Software" under same rates, terms and conditions with: Network Sciences, Inc subject to 1295 compliance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016/2017

ACCT. #: X-1100-444-00-240-001-0-336

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Contract term from Dec 25, 2016 - Dec 24, 2017, Funding available under PO735803 for Dec 2016 payment. Remaining contract will be paid using 2017 Budgeted funding. (2017 Budgeted under account totals \$100,200.00)

Attachments

Signed Renewal Letter

Contract

Dairen's email to renew

Network Science-Insurance

1295 Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/20/2016 10:02 AM
Merlen P. Munoz	Merlen P. Munoz	10/21/2016 08:47 AM
Final Approval	Monica Badillo	10/28/2016 02:38 PM
Form Started By: Yolanda Velasquez		Started On: 10/13/2016 08:13 AM
Final Approval Date: 10/28/2016		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-124903

Date Filed:
10/17/2016

Date Acknowledged:
11/01/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Network Sciences, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County - Health & Human Services Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-15-365-10-21
Eligibility Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wise, John	Leander, TX United States	X	
	Wise, William	Garland, TX United States	X	
	Herskowitz, Robin	Austin, TX United States	X	
	Gordon, Abram	Austin, TX United States	X	
	Leland, Evan	Silverton, OR United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Network Sciences, Inc.
Austin, TX United States

Certificate Number:
2016-124903

Date Filed:
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Hidalgo County - Health & Human Services Department

Date Acknowledged:

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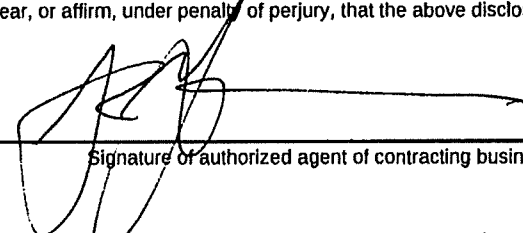
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Leland, Evan	Silverton, OR United States	X	

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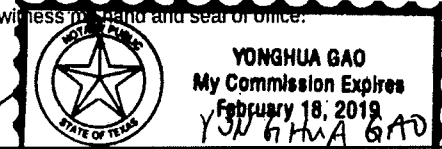
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Abram Oliver Gordon this the 17th day of October, 2016, to certify which, witness my hand and seal of office:



Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Department Head**, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning December 25, 2014 and ending on December 24, 2015 . The County shall have the sole option to extend this Contract for two (2) additional one (1) year term(s). County shall provide the Company a minimum of sixty (60) days notice of its intent to renew this Contract for each additional one (1) year term. County also reserves the right to continue this Contract for an additional sixty (60) day Grace Period at the end of any term, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted quarterly by Company.

7. 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 the 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.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539**

If to Company **Network Sciences, Inc.
11044 Research Blvd. Ste B-210
Austin, Texas 78759**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

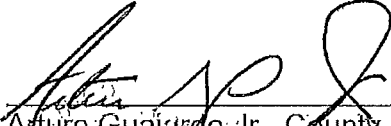
18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein.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

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:


Arturo Guajardo Jr., County Clerk

By: 
Ramon Garcia, County Judge

Approved by Comptroller's Court
on 12-10-1522

COMPANY: Network Sciences Inc.

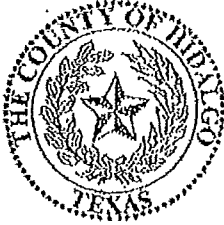
By: 

Printed Name: Abram Gordon

Title: President

APPROVED AS TO FORM:
District Attorney's Office

By: 
Josephine Ramirez, Asst. DA



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Abram Gordon
Network Science, Inc.

From: Yolanda Velasquez, Buyer III for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: December 01, 2014

Re: Best and Final Offer --RFP NO: 2014-276-10-16YZV
"Indigent Health Care Computer Software"

Pursuant to action taken by Hidalgo County Commissioners' Court on Monday, November 10, 2014 please be advised that you have been selected (ranked #1) to enter into negotiations with County of Hidalgo for the above referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scoped of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Wednesday, December 03, 2014.

Best and final offer of the proposed contract rate \$ 100,200.00

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956) 292-7812 or via email to: yolanda.velasquez@co.hidalgo.tx.us

Signed: John B. Wise
Printed Name: John B. Wise

Title: CEO
Date: 12/02/14

Section 5: Pricing Proposal

Price is for comprehensive solution with all required features as named and explained in specifications of RFP:

Total Solution for up to 30 Concurrent Users with required functionality:

97,800 per year

There are no costs for set-up, implementation or training. Price includes 7am – 6pm Level 3 Support; 24/7 support is an additional \$5000 per year

Price for Adding Optional Features listed in RFP

1. **Direct and Integrated TMHP Verification:** \$200 per month for Hidalgo County (not a per user fee)
2. **Appellant client flag:** \$0 - Included in TMHP solution price above
3. **Notify provider for reimbursements once client has been approved:** \$0 - Included in TMHP solution price above
4. **ID Badge:** \$500 1-time set up fee plus cost of digital camera if Hidalgo County wants client pictures included on the ID Badge. Other costs applicable depending on scope of work.
5. **Ability to accept secure electronic billing from vendors (providers):** Pricing depends on final scope of work.
6. **Ability to scan and save documents associated with bill payment:** \$400 per month for Hidalgo County (not a per user fee).