

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Department Information Technology Services

AGENDA DATE: December 17, 2013

CONTACT PERSON/PHONE: Enrique Martinez– Director, Information Technology (915) 541-4746
Sol M. Cortez – Assistant City Attorney, Legal Department (915) 212-0033

DISTRICT (S) AFFECTED: All

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement and First Amendment for the transfer of Judicial Information Management System "JIMS" Municipal Court system to the City, to include the hardware, software and maintenance support agreements. The City shall pay \$33,050.00 for the purchase of hardware and software, in addition to \$78,000 for system maintenance for the period of October 31, 2013 to December 31, 2015.

BACKGROUND / DISCUSSION:

The County of El Paso's Information Technology Department has provided JIMS maintenance and support to the City of El Paso, Municipal Court System for over a decade. The County of El Paso implemented a new court system this year; the City shall transfer ownership of the existing hardware, software licenses, and maintenance agreements.

SELECTION SUMMARY:

Interlocal Agreement

PRIOR COUNCIL ACTION:

No

AMOUNT AND SOURCE OF FUNDING:

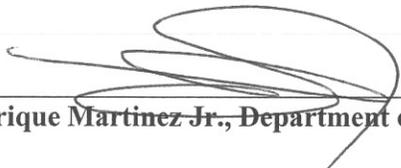
Department: 111- Municipal Clerks
Division: 11030- Inf Municipal Clerks Admin
Fund: 2535- Tech Fund
Account: 522020-Data Process Services
Project: PMC00010

BOARD / COMMISSION ACTION:

N/A

*****AUTHORIZATION*****

DEPARTMENT HEAD:



Enrique Martinez Jr., Department of Information Technology Services, Interim Director

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement and First Amendment for the transfer of "JIMS" Municipal Court system to the City including the hardware, software licenses and maintenance agreements, and responsibility for day-to-day operations of the system. The City will pay \$33,050.00 for the purchase of hardware and software and \$78,000 for system maintenance for the period of October 31, 2013 to December 31, 2015.

THE CITY OF EL PASO

Oscar Leaser
Mayor

Richarda D. Momsen
City Clerk

APPROVED AS TO FORM:

for


Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Enrique Martinez, Interim Director
Information Technology Department

CITY CLERK DEPT.
2013 DEC 11 AM 9:43

STATE OF TEXAS : INTERLOCAL AGREEMENT
: TRANSFER OF "JIMS" MUNICIPAL COURT
COUNTY OF EL PASO : HARDWARE AND SOFTWARE TO THE CITY

This Agreement is entered into on the 31st day of October, 2013 and is effective on Effective Date as set forth herein, by and between the City of El Paso, Texas (hereinafter called the "City"), and the County of El Paso, Texas (hereinafter called the "County") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

Whereas, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

Whereas, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

Whereas, the County has been the lead agency in maintaining both the City and County Court software known as the JIMS System on County hardware and software currently located in the MDR Datacenter; and

Whereas, the County transferred its court, jail and supervision electronic data to a new software and hardware environment, and the County will be cancelling its maintenance agreements and retiring the hardware and software for the old JIMS System; and

Whereas, the City's Municipal Court System is in continued use and is housed on and controlled by the old hardware and software JIMS platform, which the County no longer wishes to own or maintain; and

Whereas, it is in the mutual interest of the City and County to transfer the ownership and maintenance responsibilities for the JIMS hardware and software identified more particularly below and in **Exhibit "A"** from the County to the City and to enter into related agreements for the ongoing location and support of the equipment and software until the City purchases its replacement system.

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the parties, the receipt and sufficiency is hereby acknowledged, the City and the County agree as follows:

I. OBLIGATIONS OF BOTH THE CITY AND THE COUNTY

A. Background Facts:

- a. The County's Information Technology Department (County ITD) has maintained the City's Municipal Court System ("MCS") for over a decade as an adjunct to maintaining the County's County Court System ("CCS") because the two court systems were purchased from the same vendor (The Software Group) and run on the same software, platform(s), domain, and server(s).
- b. The County is in the process of abandoning the JIMS County Court System, and wishes to divest itself of the related machinery, software, and maintenance obligations.
- c. The City continues to use the JIMS Municipal Court System and needs to maintain the related machinery, software and maintenance plans.
- d. The City is currently engaged in the procurement process for the purpose of acquiring a new Municipal Court System, but it is anticipated that it will be approximately two years before the transition to a new MCS is complete.
- e. Maintenance of the Municipal Court System and its various components is no longer a proper financial burden for the County. Nonetheless, the MCS resides on the County's domain, and it will cause substantial interruption to the MCS to try to move the machinery or to redirect the server to a new domain.
- f. The City and the County both agree to work together to:
 - i. transfer the financial obligations associated with the Municipal Court System to the City;
 - ii. transfer the equipment, software licenses, and maintenance agreements to the City;
 - iii. transfer day-to-day responsibility for the operation of Municipal Court System from the County to the City; and
 - iv. maintain uninterrupted service of the MCS during the transition in ownership.

II. Equipment, Software Licenses and Maintenance Contracts

A. Equipment, Software Licenses and Maintenance Contracts. The following equipment, software licenses and maintenance agreements are subject to this agreement.

- 1) One (1) HP-UX Servers – identified as Item # A6890A, manufactured by HP, and described as a HP 9000/ RP2470 Server, being computer network-hardware with disc drives as per bid specifications set forth in County Bid 05-020, identified by Serial Number USR4214FXS / 2334979 and tagged with County of El Paso Bar Code Number **129566**. Disc drives consist of One (1) HP Virtual Array (County of El Paso Bar Code Number **130015**) and One (1) HP Disk System (County of El Paso Bar Code Number **130014**).
- 2) One (1) HP 9000/RP2470 Solutions Hardware and Software Maintenance Support agreement to be used in connection with One (1) HP-9000 / RP2470, A6890A, provided by Strategy 7 Corporation; HP Support Identifier: CPSUBSTRATEPC – 003 S/N USR4214FXS;
- 3) Software Licenses from Hewlett-Packard Company to be used in conjunction with HP-9000 / RP2470, A6890A, S/N USR4214FXS and identified as:

HPUX FOS – UNL User license;
Mirror Disk/UX for Servers – Single processor license;
HP aC++ for Servers OnLine JFS 3.3 – Single processor license

Items (1), (2) and (3) are more particularly described within the documents attached as **Exhibit “B”**.

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- 4) UniVerse Server Edition Annual Maintenance (presently 800 total licenses of which the City pays for 100, but the City may need more or fewer) provided by Rocket Software, LLC covering the technical software licensed to the County via the applicable order in the U2BusinessConnect system, as updated and upgraded;
 - 5) UniVerse (800 users) Software License UT19146, held by El Paso County Auditors Office, granted for the Data Servers and SB+Server, as updated and upgraded, purchased by the County via the applicable order in the U2BusinessConnect;

Items (4) and (5) are more particularly described within the documents attached as **Exhibit “C”**.

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- 6) Two (2) HP Integrity RX 3600 Servers identified by Serial Numbers USE4832NKA and USE4832NKB (County Bar Codes **138915** & **138916** respectively) and associated cards, drives and other hardware purchased simultaneously therewith and upgrades purchased at a later date; and
 - 7) Itanium Server HP Support Plus 24 service, HP-UX Integrity Technical Support providing both hardware on-site maintenance for the two (2) HP RX

3600 Servers identified by Serial Numbers USE4832NKA and USE4832NKB and associated software support.

Items (6) and (7) are more particularly described within the documents attached as **Exhibit “D”**.

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- 8) Computer software license for UniVerse release 9.6, Serial Number VAA#J064010 for 787 users for Universe and Unidata , UNIX and NT environments.
 - 9) Annual software maintenance for 45466 FAST c/s for HP RP5470 provided by Fitzgerald and Long and licensed for Computer HP RP5470, uname: HP-UX co-jdb1 B.11.11 U 9000/800 1194414686.

Items (8) and (9) are more particularly described within the documents attached as **Exhibit “E”**.

III. OBLIGATIONS OF THE CITY

A. Purchase of hardware and software: Effective at 12:01 a.m. November 1, 2013, the City shall purchase the products outlined on **Exhibit “A”** for the price set forth next to each item and assume sole responsibilities for those matters set forth in Sections III. B through F, *supra*;

B. Maintain the hardware and software: Except for the Universe licenses, the City shall be solely responsible for transferring, initiating and / or renewing these contracts in the name of the City, and shall maintain its current software maintenance license with The Software Group (also known as Tyler Technologies). The County shall maintain 200 Universe licenses for the City’s use, and the City shall reimburse the County for the annual costs of renewing support for these 200 licenses.

- 1) Annual support for the Universe licenses renews for a 12 month period on October 31st of each year. In the year of cancellation, the City shall notify the County on or before July 31st of the City’s desire to cancel all or part of these licenses in order for the County to meet its deadlines for canceling the support. If the City fails to comply with this paragraph, the City shall bear financial responsibility for any additional fees incurred by the County for automatic renewal of the licenses; and
- 2) For the 2013-2014 renewal period, the reimbursement amount shall be \$15,700.00 payable within 30 days of approval of this Agreement.

C. Provide its own help desk support and system administration: The City shall take control of the Help Desk duties associated with maintaining the JIMS MCS, including setting up rights and roles, remote access, resolution of user HEAT tickets, and other day-to-day Help Desk functionality.

D. Designate one or more persons from the City Department of Information Technology Services (DoITS) to Oversee the MCS: The City shall designate one or more persons from the City DoITS to be the point of contact for the JIMS MCS. The City's Help Desk and City employees will be directed to contact the City's designee for problem resolution. The designee will be authorized to call vendors directly and to call the County's designated point of contact for assistance.

E. Decommission JIMS Municipal Court System by 12/31/15: Unless otherwise agreed in writing, the City will terminate its reliance on the JIMS MCS no later than December 31, 2015 and decommission it from service. At such time, the County's obligation to allow the JIMS MCS to reside on the County's domain and within the County's Datacenter will terminate, and the City will act diligently to remove the system. The term may be extended to December 31, 2016 under the same terms and conditions set herein upon the mutual agreement of the County and the City.

F. Removal from County Datacenter and Domain: The City and the County each agree that it will not take unilateral action to remove the UNIX and Universe products from the County's domain or County's Datacenter. The entities will follow a change control process which includes safeguards, including but not limited to the following:

- 1) Notification to the other entity of the notifying-party's desire to "detach" the UNIX/Universe products from the County's domain;
- 2) Following protocol to protect the data housed in the server from loss by archiving data and performing a final backup and storing the data for a minimum of six (6) months before final destruction;
- 3) Following protocol (including the Sheriff's CJIS Security Protocols set forth in the CJISD-ITS-DOC-08140-5.0 and/or similar requirements issued by DPS or FBI) to protect any remaining data (both City and County) from unlawful disclosure by wiping the server completely clean through the use of a Degausser;
- 4) Following protocol to protect the equipment remaining in the County Datacenter from loss or damage;
- 5) Following protocol to protect the County's domain from interruption, security risks and/or damage;
- 6) Performing work at a time when both entities have representatives on site;

- 7) Performing work at a time when system down-times are minimized, such as at night or during weekends; and
- 8) Lawfully and responsibly disposing of all obsolete software and hardware.

IV. OBLIGATIONS OF THE COUNTY

- A. Sell hardware and software: Effective at 12:00 a.m. November 1, 2013, the County shall sell the products outlined on Exhibit A to the City for the price set forth next to each item and retain existing responsibilities set forth in Sections IV. B through J, *supra*;
- B. Maintain the hardware and software: The County shall take the necessary action, if any, to transfer the equipment and contracts described in Exhibits A through E to the City;
- C. Provide its own backups: The County will be responsible for performing any archival or final backup necessary for its data prior to transfer of the equipment and software to the City;
- D. Perform City backups: The County shall continue to backup the City's data according to the guidelines set forth in **Exhibit "F"** and maintain the City's data secure from unauthorized access to the earlier of the last day the City is using the JIMS MCS system or until midnight December 31, 2015, or until the final date of this contract if the term is extended;
- E. Provide its own help desk support and system administration: The County shall maintain the status quo related to Help Desk support associated with the JIMS MCS, including setting up rights and roles, providing remote access and oversight, resolution of user HEAT tickets, and other day-to-day Help Desk functionality through 12:00 a.m. November 1, 2013;
- F. Provide access for new user account creation: The County shall provide administrative level access for new user account creation to designated City staff during the term of this agreement.
- G. Designate one or more persons from the County ITD to Provide Consultation: The County shall designate one or more persons from the County ITD to serve as the point of contact for the City when it encounters problems with the JIMS MCS. The County's designee(s) will not be authorized to call vendors directly on the City's behalf but shall be available to receive calls from vendors after the City's designated point of contact has notified the County's designated point of contact of system problems.

H. 24 Hours of Consultation Annually: The County will provide up to twenty-four (24) hours of on-call support annually to the City annually. County ITD employees with knowledge of the UNIX and Universe products will provide basic training to the City's ITD designee in order to transfer County know-how and problem resolution skills to the City's designee. The County ITD designee will be available to answer questions over the phone, interface with third party vendors when requested to do so by the City (or if an emergency exists and the City's representative is unavailable). The County ITD designee will demonstrate how to fix small problems and will provide supervision and direction to the City's designee as the time limitation set forth in this paragraph permits;

I. Decommission JIMS Municipal Court System: The County will provide appropriate personnel to be on-site when the MCS is decommissioned and removed from the County's Domain and Datacenter;

J. Maintenance and Replacement of Equipment and Software: The County will continue to be responsible for the Equipment and Software Licenses and Maintenance Agreements listed in Exhibit A until 12:00 a.m. November 1, 2013, at which time the County will transfer ownership of the equipment and software licenses to the City. Notwithstanding the foregoing, after August 6, 2013 (the actual date of go-live on the County's new CCS), if there is a hardware failure which requires the expenditure of funds above and beyond the cost of the maintenance contract, the City will be responsible for paying for any equipment replacement costs. In such event, the County will notify the City that the expense is necessary to maintain the MCS and the County will follow the City's instructions for selecting and purchasing the replacement hardware.

K. Shared Space. While sharing of space is encouraged where possible, the following limitations apply:

- 1) The City shall be entitled to leave the JIMS related equipment in its current location and on the County's domain for as long as the hardware is in use to support the current Municipal Court software applications. The County's right to use the space for its needs shall prevail if there is inadequate space to meet the needs of both the City and County together. The County assumes no responsibility to provide "adequate space" for the City. The County shall provide the City 180 days written notice if the County has a need for the space where the JIMS equipment is located.

L. Remain in current space and domain. Effective at 12:01 a.m. November 1, 2013 and continuing through December 31, 2015, the County shall allow the JIMS MCS to reside on the County's Domain in its current location within the County's Datacenter located on the 4th Floor of the MDR Building, 800 E. Overland, El Paso, Texas at no cost.

V. OTHER COVENANTS AND AGREEMENTS

A. Billings. The City will pay the County for the goods and services shared pursuant to this Agreement as follows:

- 1) The County shall sell the hardware and software listed in Exhibit "A" for the total combined price of Thirty Three Thousand and Fifty Dollars (\$33,050.00) payable in a single lump sum payment due and payable on November 1, 2013.
- 2) The County shall bill the City for County ITD time on this Shared Project at the rate of One Hundred Twenty-five Dollars (\$125.00) per hour. For budgeting purposes, it is estimated that there will be 5 hours per week to perform backups/restorations and related data maintenance functions and 24 hours per year to perform other work.
- 3) Payments will be made annually from the City to the County in the amount of \$36,000 for the period of November 1, 2013- October 21, 2014 and the City will make another payment to the County in the amount of \$42,000 for the period of November 1, 2014 – December 31, 2015. December 2014, December 2015 and the last month of the contract shall each be designated as an "Adjustment Month". At the conclusion of an Adjustment Month, the County will send a bill to the City that adjusts the amount actually due either up or down, up to and including the designated "adjustment" month, based upon the actual time expended by the County on behalf of the City for the services designated herein.

B. Retention of Ownership. Upon termination of this Agreement, in accordance with section V, each party will retain ownership of its respective properties, equipment and related supplies, whether or not the property was previously shared.

C. Responsibility for Third Party Contracts. If either party enters into a license, lease, lease/purchase agreement for services, equipment or software, the signing party shall remain responsible for all payments and interaction with the vendor. No contribution will be required from the non-signing entity unless otherwise agreed.

D. Insurance. Each entity may insure its own property, and neither party shall be liable for loss or damage to the real or personal property of the other.

E. No Conveyance of Real or Personal Property Interests. Both parties agree this Interlocal Agreement is not intended to form an interest in real property and the City will not acquire rights of tenancy in the other's facility for the initial term of this Agreement or during any renewal, extension or modification of the term of the Agreement. It shall not be necessary for the County to follow the law of landlord tenant or to resort to eminent domain proceedings to divest the City of any interest in real property. The only notice to which the City is entitled to remove the servers from the County's Domain is the sixty (60) day notice required in Section VI.

F. Stand Alone Agreement. The terms of this Agreement will be considered separate from any other County / City transaction or agreement. The mutual consideration of the Parties described herein shall be calculated without reference to any other contract. Setoffs against other contractual obligations is neither contemplated by the parties nor permitted.

V. INITIAL TERM AND RENEWAL

A. This Agreement shall be effective on October 31__, 2013 (“Effective Date”) and shall terminate on December 31, 2015. It shall not automatically renew. The term may be extended under the same terms and conditions set herein upon the mutual agreement of the County and the City in writing.

VI. TERMINATION

A. Notices. Either party may terminate this Agreement upon providing one hundred eighty (180) days written notice of its intention to terminate to the other entity by certified mail, return receipt requested at the following addresses:

To the City: City of El Paso
Office of the City Manager
300 N. Campbell
El Paso, TX 79901

With a Copy to: City of El Paso
Interim Director of Department of
Information Technology Services
Post Office Box 1890
El Paso, TX 79950-1890

To the County: County of El Paso
Office of the County Judge
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a Copy to: County of El Paso
Chief Technology Officer
800 E. Overland, Room 400
El Paso, Texas 79901

Changes may be made to the above addresses and addressees through timely written notice provided to the other party.

VII. OPERATIONS

A. After Hour Access by City Personnel. The City and the County shall each designate personnel who are entitled and qualified to receive security badges, access codes and/or security clearances so that they may be assigned to work in shared spaces contemplated in this Agreement. Authorized Information Technology (“IT”) employees of the City and the County shall be permitted access 24 hours a day, 365 days a year, as necessary to perform work. Security clearances for authorized personnel will updated periodically as part of regular security measures.

VIII. GOVERNMENTAL FUNCTION AND IMMUNITY

A. Governmental Function. The City and the County expressly agree that, in all things relating to this Interlocal Agreement, the parties enter into this Interlocal Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

B. Sovereign Immunity. The City and the County reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

VIII. RISK ALLOCATION – LIMITATION OF LIABILITY

A. Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

B. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish, emotional distress and attorneys fees- as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by

the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

C. Intentional Risk Allocation. The City and the County each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

D. No Indemnification. The City and the County expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

E. Fines and Penalties. Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that party's actions, except as may be specifically provided by law.

IX. GENERAL PROVISIONS

A. Compliance with Laws. In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.

B. Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

C. Governing Law. For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

D. Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the County when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

E. Current Revenues. Pursuant to Section 791.001(d) (3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

F. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

G. Amendment; Assignability. This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.

H. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which is held to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.

I. Section Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

J. Representation of Counsel; Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties named hereinabove as of the date, month and year first written above.

CITY OF EL PASO

ATTEST:

Richarda Duffy Momsen
City Clerk

Hon. Oscar Leeser
Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sol M. Cortez
Assistant City Attorney

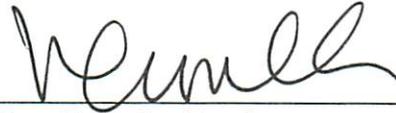
Enrique Martinez, Interim Director
Dept. of Information Technology Services

COUNTY OF EL PASO

ATTEST:



Delia Briones
County Clerk



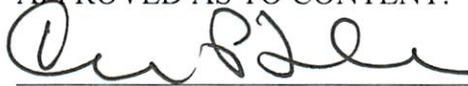
Hon. Veronica Escobar
County Judge

APPROVED AS TO FORM:



Cygne Nemir
Assistant County Attorney

APPROVED AS TO CONTENT:



~~David Garcia~~
~~Information Technology Director~~
CHRISTOPHER STATHIS
C.T.O.

EXHIBIT "A"

INTERLOCAL AGREEMENT FOR THE
TRANSFER OF "JIMS" MUNICIPAL COURT
HARDWARE AND SOFTWARE TO THE CITY

PRICE OF
EQUIPMENT AND LICENSES

Description	Co. #	To County	Cost New	Years of Life	Days of Life	To City	Age in Days	Remaining Days of Life	% of Life Remaining	Remaining Value
HP RX3600	138915	8/2008	\$66,272.70	7	2555	11/1/2013	1918	637	24.93%	\$16,522.78
HP RX3600	138916	8/2008	\$66,272.70	7	2555	11/1/2013	1918	637	24.93%	\$16,522.78
HP RP2470	129566	1/2006	\$16,950.00	7	2555	11/1/2013	2861	-306	0	\$ -
HP Virtual Array	130015	6/2006	\$27,100.00	7	2555	11/1/2013	2710	-155	0	\$ -
HP Disk System	130014	6/2006	\$23,500.00	7	2555	11/1/2013	2710	-155	0	\$ -
	7/20/2013									\$33,045.56

EXHIBIT "B"

**INTERLOCAL AGREEMENT FOR THE
TRANSFER OF "JIMS" MUNICIPAL COURT
HARDWARE AND SOFTWARE TO THE CITY**



invent

Hewlett-Packard Company
690 E. Middlefield Rd., M/S SLT 2003
Mountain View, CA 94043
650-960-5220
Fax: 650-960-5670

December 1, 2005

Mr Art Armas
El Paso County
500 East San Antonio
Suite 403
El Paso, TX 79901
USA

Re: Software License Transfer Authorization

Dear Mr Armas,

Enclosed is the executed Software License Transfer Authorization for the used system, Serial Number: USR4214FXS, which your company purchased. This software license transfer is the supporting documentation your company will need to provide if the system is placed under support.

In the event your company wishes to sell the system and transfer the rights to use the software at a later date, the original signature transfer document will need to accompany the transfer request. Any questions specific to this documentation, please call SLT Information at 650-960-5220.

Regards,
Hewlett-Packard Company


Joan McFarland
Software License Transfer Department

Enclosures



invent

SOFTWARE LICENSE TRANSFER AUTHORIZATION

Exhibit F00

Dear HP Software Licensee (Transferor):
Hewlett-Packard hereby gives permission for transfer of the following HP software license:

HPUX FOS -- UNL User License:

- MirrorDisk/UX for Servers -
- Single processor license
- HP aC++ for Servers
- OnLineJFS 3.3. -
- Single processor license

To be used in conjunction with HP-9000 / rp2470 , A6890A, S/N USR4214FXS

to the Transferee named below. By signing this document, Transferor is relinquishing all claim to the Right-To-Use license stated above. Further, Transferor is attesting to the following(unless initialed by Hewlett-Packard):

1. The Right-To-Use License(s) is in compliance with any concurrent user level limits and proprocessor class restrictions; and
2. Transferee has received Hewlett-Packard's Software License Transfer Policy and has communicated in writing via a signed HP Software License Terms Exhibit E36 to Hewlett-Packard their intent to abide by the following conditions:
 - (*WJL*) Hewlett-Packard has received E36
(HP Representative Initials)
 - a) should Transferee expect to execute the software on a system not consistent with the processor class restriction published by HP, the software must be upgraded to the appropriate processor class level;
 - b) should Transferee expect to execute the software on a system not consistent with the maximum concurrent user limits, the software must be upgraded to the appropriate concurrent user license for the software; and
 - c) if Transferee expects to execute the software on a system not consistent with either the proprocessor class restriction or with the maximum concurrent user limits granted by HP, Transferee will pay HP for the appropriate upgrades.

Please inform your Transferee, that should Transferee desire the software to be supported by HP, that HP will provide contractual support only for the current and immediately preceding versions of the HP software.

TRANSFEE:

El Paso County
500 East San Antonio
Suite 403
El Paso, TX 79901
USA
ATTN: Mr Art Armas

Date: 11-29-05

Date: DEC -1 2005

Integrity Global Solutions
(Transferor)

[Signature]
Authorized Signature

Glen Littler
Printed Name

President
Title

Hewlett-Packard

[Signature]
Authorized Signature

Linda C. Lea

Software License Transfer Manager



HP SOFTWARE LICENSE TERMS
Exhibit E36S

- g) Customer's Software License is transferable subject to HP's prior written authorization and payment to HP of any applicable fee(s). Upon transfer of the Software License, Customer will immediately deliver all copies of the Software to the transferee. The transferee must agree in writing to the terms of Customer's Software License. All Software License terms will be binding on involuntary transferees, notice of which is hereby given. Customer's Software License will automatically terminate upon transfer.
- h) HP may terminate Customer's or any transferee's or sublicensee's Software License upon notice for failure to comply with any applicable Software License terms. Immediately upon termination, the Software and all copies of the Software will be destroyed or returned to HP. Copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's or transferee's or sublicensee's database, will be removed and destroyed or returned to HP. With HP's written consent, one copy of the Software may be retained subsequent to termination for archival purposes.
- i) If the software is licensed for use in the performance of a U.S. government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under vendor's standard commercial license.

4. GENERAL

- a) Neither party may assign any rights or obligations hereunder without prior written consent of the other party. HP may, however, assign any rights and obligations hereunder to another HP entity at any time upon written notice.
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- c) Disputes arising in connection with this Agreement will be governed by the laws of the country and locality in which HP accepts the order.
- d) If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
- e) Except as specifically provided in Section 2. a) 2), these HP Software License Terms supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. These HP Software License Terms may not be changed except by an amendment signed by an authorized representative of each party.

Effective Date: 11/15/05

AGREED TO: Customer (Transferee):	<u>[Signature]</u>	AGREED TO:	HP:
	Authorized Representative Signature		Authorized Representative Signature
Print Name:	<u>Art Armas</u>	Name:	<u>Linda C. Lea</u>
Print Title:	<u>Director Information Technology</u>	Title:	<u>Software License Transfer Manager</u>
Company Name:	<u>County of El Paso - ITD</u>	Company Name:	<u>Hewlett-Packard Company</u>
Address:	<u>500 E. San Antonio, Ste 403</u> <u>El Paso, Texas 79901</u>	Address:	<u>19447 Pruneridge Avenue</u> <u>M/S 4233</u> <u>Cupertino, CA 95014</u>

Transferor: Integrity Global Solutions

EL PASO COUNTY PURCHASE ORDER

RECEIVING COPY

P.O. NO. P01205018



INCLUDE P.O. NO. ON ALL INVOICES



REQ. NO. RQ1205669
 PAGE NO. 001
 BUYER: PLG
 DELIVERY DATE: 02/02/2012 P.O. DATE: 02/02/2012
 VENDOR NO: VO17683
 INDEX: CDP
 SUB-OBJECT: 6302
 FOB POINT: DEST
 TERMS: NET 30

[Handwritten signature]

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

VOICE TO:
 COUNTY AUDITORS OFFICE
 300 E. OVERLAND
 # 406
 EL PASO

TX 79901-2407

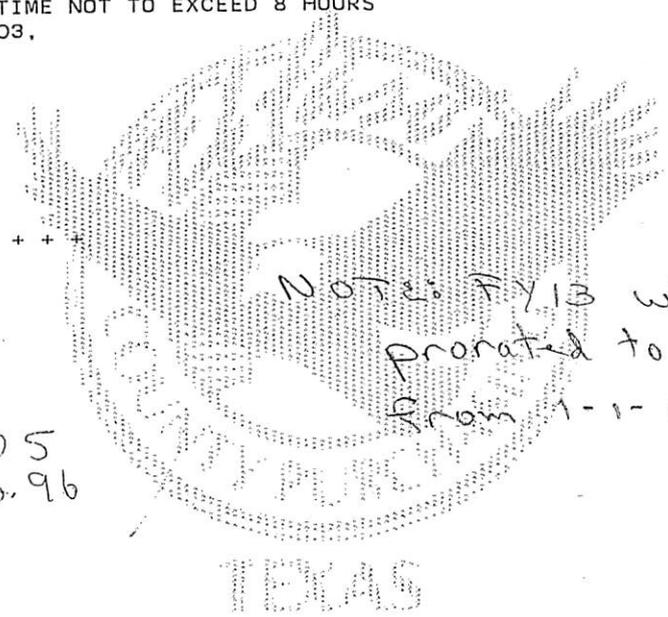
SHIP TO:
 MATHY RICE
 DATA PROCESSING
 300 E. OVERLAND
 # 400
 EL PASO

TX 79901-2421

ORDER FROM:
 STRATEGY 7 CORPORATION
 2009 CHENAULT DRIVE, STE. 110
 CARROLLTON TX 75006

REMIT TO:
 STRATEGY 7 CORPORATION
 2009 CHENAULT DRIVE, STE. 110
 CARROLLTON TX 75006

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	1927 10000YO 02 COMPUTER NETWORK-HARDWARE MAINTENANCE (SPECIFY) TWO (2) HP RP2470 SOLUTION MAINTENANCE SUPPORTS PRIORITY PLUS, 24X7 SYS SUP. RESPONSE TIME NOT TO EXCEED 8 HOURS HP SUPPORT IDENTIFIER: CPSUBSTRATEPC-003, 01-01-12 TO 12-31-12	11,256.9600	11,256.96
*****> TOTAL:			11,256.96
+ + + INCLUDE P.O. NO. ON ALL INVOICES + + +			
<p>APPROVED 3-6-12 Pay Inv. 28905 for 11,256.96 <i>Cathy Rice</i></p>		<p>NOTE: FY13 will be prorated to cover from 1-1-13 to 10-31-13</p>	



Product Attachment

HP Support Identifier: CPSUBSTRATEPC-003

S7 Agreement Number: EPC-003

Start Date: 01/01/12 End Date: 12/31/12

Total Amount: \$11,256.96

Support Coverage: Priority Plus
24 hours x 7 days
Response time not to exceed 8 hours

Billing: Yearly

<u>Product No</u>	<u>Supp Type</u>	<u>QTY</u>	<u>Product Description</u> <u>Serial Numbers</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Extended Price</u>
Hardware Support						
A6890A		2	HP server rp2470 Solution	01/01/12	12/31/12	2,184.00
A6892A		4	750MHz PA8700 CPU for HP server rp2470	01/01/12	12/31/12	-
A7075A		4	146GB 10K HotPlug Ultra160 disk, rp24x0	01/01/12	12/31/12	-
A6114A		8	2048MB HD SyncDRAM Memory Module	01/01/12	12/31/12	-
A5230A		2	PCI 10/100Base-T LAN Adptr	01/01/12	12/31/12	-
A6795A		4	PCI 2GB Fibre Channel Adapter	01/01/12	12/31/12	-
C4317A		2	Smart Field Int half-ht Enclosure	01/01/12	12/31/12	-
C4315A		2	SMART Field Int DVD-ROM module	01/01/12	12/31/12	336.00
A6268A		1	VA 7410 Dual Cntl, 2048MB Cache	01/01/12	12/31/12	2,460.00
A6250A		1	HP Disk System 2405 Field Rack	01/01/12	12/31/12	240.00
A7288A		15	Ent Class 73GB 15K RPM FC HDD	01/01/12	12/31/12	1,980.00
A7289A		15	Ent Class 146GB 10K RPM FC HDD	01/01/12	12/31/12	3,600.00
A8706A		2	73GB 15K SCSI LVD Disk Drive	01/01/12	12/31/12	-
HP Software Technical Unlimited Support						
A6890A		2	HP server rp2470 Solution	01/01/12	12/31/12	528.00
A6892A		4	750MHz PA8700 CPU for HP server rp2470	01/01/12	12/31/12	-
A6795A		4	PCI 2GB Fibre Channel Adapter	01/01/12	12/31/12	-
T1086A		1	StorageWorks Command View SDM LTU	01/01/12	12/31/12	636.00
HP Software Updates Service						
A6890A		2	HP server rp2470 Solution	01/01/12	12/31/12	408.00
A6892A		4	750MHz PA8700 CPU for HP server rp2470	01/01/12	12/31/12	-
A5230A		2	PCI 10/100Base-T LAN Adptr	01/01/12	12/31/12	-
A6795A		4	PCI 2GB Fibre Channel Adapter	01/01/12	12/31/12	-
T1086A		1	StorageWorks Command View SDM LTU	01/01/12	12/31/12	420.00
Subtotal						12,792.00
12% discount						(1,535.04)
TOTAL						\$11,256.96

Product Attachment

HP Support Identifier: CPSUBSTRATEPC-003

S7 Agreement Number: EPC-003

Customer Contact Information

Equipment Location

EL PASO COUNTY
~~500 E. SAN ANTONIO AVE, STE 403~~
EL PASO, TX 79901-2421

Support Agreement Contact

~~ART ARMAS~~ LUKE GILPIN
(915) 546-2041
EL PASO COUNTY
~~500 E. SAN ANTONIO AVE, STE 403~~
EL PASO, TX 79901-2421

Invoice Address

EL PASO COUNTY
~~500 E. SAN ANTONIO AVE, STE 403~~
EL PASO, TX 79901-2421

Software System Manager

~~ART ARMAS~~ LUKE GILPIN
(915) 546-2041
EL PASO COUNTY
~~500 E. SAN ANTONIO AVE, STE 403~~
EL PASO, TX 79901-2421

Support Materials Ship To

CATHY RICE
EL PASO COUNTY
~~500 E. SAN ANTONIO AVE, STE 403~~
EL PASO, TX 79901-2421

Correct Address:

800 E. Overland, Ste 400
El Paso, TX 79901

INVOICE

DATE	INVOICE #
2/9/2012	28905

BILL TO

El Paso County
 Attn: Luke Gilpin
 500 E. San Antonio, Rm 403
 El Paso, TX 79901-2421

SHIP TO

El Paso County
 Attn: Luke Gilpin
 500 E. San Antonio, Rm 403
 El Paso, TX 79901-2421

S7 REF. NO.	CUST. P.O. NO.	SALES REP	TERMS	DUE DATE
H02225	PO1205018	BS	Net 30	3/10/2012

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
S7004-YS	Yearly Support Services Support Identifier: CPSUBSTRATEPC-003 Agreement Start Date: 1/1/12 Agreement End Date: 12/31/12 S7 Agreement Number: EPC-003 Effective Date: 01.1.12 - 12.31.12 APPROVED 3-6-12 PO1205018 for 11,256.96 <i>Cathy Rice</i> <i>Luke Gilpin</i> 3/6/12	1	11,256.96	11,256.96

If you have questions regarding this invoice, call (949) 719-9410. Please include your invoice number with your payment and REMIT TO: 3306 Wiley Post Rd, Suite 101, Carrollton, TX 75006	Sales Tax (0.0%)	\$0.00
	TOTAL	\$11,256.96
	Balance Due	\$11,256.96



INVOICE TO:

EL PASO COUNTY AUDITOR
500 E. SAN ANTONIO - RM 406
EL PASO, TX 79901

EL PASO COUNTY PURCHASE ORDER



TEXAS
EEO/APP

INVENTORY COPY

REQ. NO. RQ0519063
PAGE NO. 001
BUYER: ER
DELIVERY DATE: 09/05/2005 P.O. DATE: 08/26/2005
VENDOR NO: VO17971
INDEX: CPCAPITAL02
SUB-OBJECT: 9401
FOB POINT: DEST
TERMS: NET30

P.O. NO. P00517613
INCLUDE P.O. NO.
ON ALL INVOICES

PUR. AGENT
PITI VASQUEZ

COUNTY TAX ID
74-6000762

SHIP TO:
CATHY RICE
DATA PROCESSING
DATA PROCESSING
500 E. SAN ANTONIO, RM #403
EL PASO TX 79901-2421

ORDER FROM:
INTEGRITY GLOBAL SOLUTIONS
10200 73RD AVE NORTH

MAPLE GROVE MN 55369

REMIT TO:
INTEGRITY GLOBAL SOLUTIONS
10200 73RD AVE NORTH

MAPLE GROVE MN 55369

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
<p>1/2 EA Rec'd 11/26/06 MFG</p>	<p><i>MDC</i> <i>w/Disc Drive</i> 1927-0000YO-02 COMPUTER NETWORK-HARDWARE (SPECIFY) HP-UX SERVER-RP2470 BASE PER SPECIFICATIONS OF BID 05-020 AWARDED BY COMMISSIONERS COURT 8-15-05 VENDOR QUOTE NO. QTO4051HP VENDOR: TAX ID#20-2091696 INTEGRITY GLOBAL SOLUTIONS 10200 73RD AVE NORTH MAPLE GROVE, MN 55369 763-424-9005 FAX 763-424-9004</p> <p><i>MFG:</i> ① SN: 2334979 Code: 129566 - <i>upstair</i> ② SN: 2900715 Code: 129567 - <i>Jail</i></p>	16,950.0000	33,900.00
	<p>*****> TOTAL:</p>		33,900.00
	<p>+ + + INCLUDE P.O. NO. ON ALL INVOICES + + +</p>		

*Inventory
Charlie
3135*

*JAIL 1st floor
operations sergeant
where switches on
phone 2209*

INVOICE TO:
 EL PASO COUNTY AUDITOR
 500 E. SAN ANTONIO - RM 406
 EL PASO, TX 79901

EL PASO COUNTY PURCHASE ORDER



TEXAS
 EEO/APP

REQ. NO. RQ0519063
 PAGE NO. 001
 BUYER: ER
 DELIVERY DATE: 09/05/2005 P.O. DATE: 08/26/2005
 VENDOR NO: VO17971
 INDEX: CPCAPITAL02
 SUB-OBJECT: 9401
 FOB POINT: DEST
 TERMS: NET30

P.O. NO. 100517618
 INCLUDE P.O. NO.
 ON ALL INVOICES

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

COMPLETED

SHIP TO:
 CATHY RICE
 DATA PROCESSING
 DATA PROCESSING
 500 E. SAN ANTONIO, RM #403
 EL PASO TX 79901-2421

ORDER FROM:
 INTEGRITY GLOBAL SOLUTIONS
 10200 73RD AVE NORTH

MAPLE GROVE MN 55369

REMIT TO:
 INTEGRITY GLOBAL SOLUTIONS
 10200 73RD AVE NORTH

MAPLE GROVE MN 55369

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
2 EA	1927-00000YO-02 COMPUTER NETWORK-HARDWARE (SPECIFY) HP-UX SERVER-RP2470 BASE PER SPECIFICATIONS OF BID 05-020 AWARDED BY COMMISSIONERS COURT 8-15-05 VENDOR QUOTE NO. QTO4051HP VENDOR: TAX ID#20-2091696 INTEGRITY GLOBAL SOLUTIONS 10200 73RD AVE NORTH MAPLE GROVE, MN 55369 763-424-9005 FAX 763-424-9004	16,950.0000	33,900.00
*****> TOTAL: + + + INCLUDE P.O. NO. ON ALL INVOICES + + +			33,900.00

APPROVED

11-16-05
 Pay Inv. # 3409
 for \$33,900
 Cathy Rice

QUOTATION

Quote No: QT04051HP



INTEGRITY GLOBAL SOLUTIONS

Dan Battaglia
v: 763.424.9005 f: 763.424.9004
dan.battaglia@igsmn.com
www.igsmn.com

Date	4/05/05
Client	County of El Paso
Attn	Piti Vasquez
Terms	Net 30

PRODUCTS

QTY	PART NO.	DESCRIPTION	COST	EXTENDED COST
***** Hardware *****				
1	A6890A	HP Server RP2470 Base	\$2,500.00	\$2,500.00
2	A6892A	750MHz PA8700 CPU	\$2,500.00	\$5,000.00
4	A6114A	2GB High Density SyncDRAM Memory	\$1,500.00	\$6,000.00
2	A7075A	146GB, 10K HotPlug Ultra 160 SCSI Disk	\$1,000.00	\$2,000.00
1	A6795A	PCI 2GB Fibre Channel Adapter	\$1,100.00	\$1,100.00
1	A5230A	Single Port 100BaseTX LAN Adapter – RJ45	\$100.00	\$100.00
1	C4317A	SmartStorage – Half Height	\$100.00	\$100.00
1	C4315A	DVD-ROM	\$150.00	\$150.00

***** Summary of Charges *****

Hardware	\$16,950.00
Shipping	TO BE PAID BY SELLER
Tax	N/A

TOTAL \$16,950.00

***** Comments *****

Warranty: 90 Days

All HP Original Equipment.
Eligible for inclusion in HP Maintenance Agreements, where still supported.

***** Notes *****

Quote does not include tax and/or shipping unless noted in price.
All prices subject to change without notice.
Quote is valid for 30 days unless otherwise noted.



PACKING LIST

INTEGRITY GLOBAL SOLUTIONS

From INTEGRITY GLOBAL SOLUTIONS
10200 73RD AVENUE NORTH
SUITE 104
MAPLE GROVE, MN 55369
USA

Phone 763-424-9005

Fax 763-424-9004

Sold To EP COUNTY
500 E. San Antonio
Suite 403
El Paso, TX 79901
USA

Ship To EL PASO COUNTY
Data Processing
500 E. San Antonio Rm. 403
El Paso, TX 79901
USA

Attn Art Armas

Phone 915-546-2041

Attn Cathy Rice

Phone 915-546-2041 X

Fax 915-546-2042

Date 09/12/2005

Rep DJB

Customer PO P00517613

Our Ref 4610

Ordered	To Ship	Item #	Mfgr	Description	Serial #
1	1	A6890A	HP	RP2470 SERVER	USR4214FXS
1	1	A6890A	HP	RP2470 SERVER	USR42446S3

1 of 2 BOXES

received
10-14-05



INTEGRITY GLOBAL SOLUTIONS

PACKING LIST

From INTEGRITY GLOBAL SOLUTIONS
10200 73RD AVENUE NORTH
SUITE 104
MAPLE GROVE, MN 55369
USA

Phone 763-424-9005

Fax 763-424-9004

Sold To EP COUNTY
500 E. San Antonio
Suite 403
El Paso, TX 79901
USA

Ship To EL PASO COUNTY
Data Processing
500 E. San Antonio Rm. 403
El Paso, TX 79901
USA

Attn Art Armas

Phone 915-546-2041

Attn Cathy Rice

Phone 915-546-2041 X

Fax 915-546-2042

Date 09/12/2005

Rep DJB

Customer PO P00517613

Our Ref 4610

Ordered	To Ship	Item #	Mfgr	Description	Serial #
1	1	A6890A	HP	RP2470 SERVER	USR4214FXS
1	1	A6890A	HP	RP2470 SERVER	USR42446S3
1 of 2 BOXES					

received
10-14-05



Cathy Rice
Office and Adm. Support Manager
500 E. San Antonio, Suite 403
El Paso, TX 79901
915-546-2041, ext. 3555
Fax 915-546-2042
E-mail: rice@epcounty.com

**County of El Paso
Information Technology
Department (ITD)**

Fax

To: Barbara Sesvold, Integrity **From:** Cathy Rice

Fax: 763-424-9004 **Pages:** 4

Phone: 763-424-9005 **Date:** ~~11/15/2005~~ ^{2nd submit} 11-21-05

Re: License and Warranty Statement **CC:**

P00517613

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Attached are the signed E36S HP Software License Terms and the AS-IS Warranty Statement along with the County's Tax Exemption Certificate.

Please contact me if you need additional information.

Thank you for your assistance.

FAXED
11-21-05
2:00 pm

FAXED
11:08
11-15-05



HP SOFTWARE LICENSE TERMS
Exhibit E36S

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- b) Customer who exports, re-exports or imports HP licensed Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. HP may suspend performance if Customer is in violation of any applicable laws or regulations.
- c) Disputes arising in connection with this Agreement will be governed by the laws of the country and locality in which HP accepts the order.
- d) If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
- e) Except as specifically provided in Section 2. a) 2), these HP Software License Terms supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. These HP Software License Terms may not be changed except by an amendment signed by an authorized representative of each party.

Effective Date: 11/15/05

AGREED TO:
Customer
(Transferee): [Signature]

AGREED TO:
HP: _____

Print Name: Art Armas

Print Name: Linda C. Lea

Print Title: Director Information Technology

Print Title: Software License Transfer Manager

Company Name: County of El Paso - ITD

Company Name: Hewlett-Packard Company

Address: 500 E. San Antonio, Ste 403
El Paso, Texas 79901

Address: 19447 Pruneridge Avenue
M/S 4233
Cupertino, CA 95014

Transferor: Integrity Global Solutions



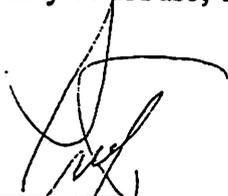
**TAX EXEMPTION CERTIFICATE
COUNTY OF EL PASO, TEXAS**

Vernon's Texas Code Annotated
Section 151.309 Tax

Name of Purchaser:	PITI VASQUEZ, County Purchasing Director
Address:	500 E. San Antonio, Suite 500 County Courthouse El Paso, Texas 79901
Phone:	(915) 546-2048
Tax Exempt Number:	746000762

I, Piti Vasquez, El Paso County Purchasing Director, claim an exemption from payment of sales tax for items or services purchased for the exclusive use of El Paso County.

County of El Paso, Texas



PITI VASQUEZ
County Purchasing Director

EXHIBIT "C"

**INTERLOCAL AGREEMENT FOR THE
TRANSFER OF "JIMS" MUNICIPAL COURT
HARDWARE AND SOFTWARE TO THE CITY**

EL PASO COUNTY PURCHASE ORDER

RECEIVING COPY

P.O. NO. PD1301020
 INCLUDE P.O. NO.
 ON ALL INVOICES

13

INVOICE TO:
 COUNTY AUDITORS OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407



TEXAS
 EEO/APP

REQ. NO. RQ1301101
 PAGE NO. 001
 BUYER: PLG
 DELIVERY DATE: 11/01/2012 P.O. DATE: 10/26/2012
 VENDOR NO: VO22447
 INDEX: CDP
 SUB-OBJECT: 6304
 FOB POINT: DEST
 TERMS: NET 30

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

SHIP TO:
 CATHY RICE
 DATA PROCESSING
 800 E. OVERLAND
 RM 400
 EL PASO

TX 79901-2421

ORDER FROM:

ROCKET SOFTWARE (US) LLC
 275 GROVE STREET

NEWTON

MA 02466

REMIT TO:

ROCKET SOFTWARE (US) LLC
 275 GROVE STREET

NEWTON

MA 02466

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	1932 00000YO 02 COMPUTER SOFTWARE MAINTENANCE (SPECIFY) UNIVERSE SERVER EDITION MAINTENANCE RENEWAL E00S6LL, 800 LICENSE, BATCH ID #M31992, U2BC CUSTID 19146 (UT19146) 11-01-12 TO 10-31-13 =====>TOTAL: + + + INCLUDE P.O. NO. ON ALL INVOICES + + +	61,000.0000	61,000.00
			61,000.00

11-17-12
APPROVED
 Inv # 2118101873
 Amt 61,000.00
 Cathy Rice



Rocket Software (US) LLC
 77 Fourth Ave Ste 100
 Waltham, MA 02451
 United States
 Phone: 781.577.4321
 Fax: 617.630.7100
 Tax ID: 27-0995293

INVOICE

Invoice Number	2118101873
Invoice Date	29-OCT-12
Purchase Order Number	PO1301020
Customer Number	103028
Invoice Payment Terms	NET DUE
Due Date	29-OCT-12
Customer Tax ID	

Bill To:
 County of El Paso
 800 E Overland Ave Rm 406
 El Paso TX 79901-2518

Ship To:
 County of El Paso
 800 E Overland Ave Rm 406
 El Paso TX 79901-2518

Payment Instructions:

Mail Checks To:
 Rocket Software US LLC
 PO Box 842968
 Boston, MA 02284-2968
 United States

Overnight Checks To:
 Rocket Software US LLC
 20 Commerce Way Ste 800 - Box 842968
 Woburn, MA 01801
 United States

This invoice must be paid in the currency of the invoice.
 Please refer to invoice number when remitting payment.

Account Executive	Batch Number	Quote Number	End Customer Name	Delivered Via	Currency
NICHOLAS STARR	M31992				USD

Line	Item Number/Description	QTY	UOM	Tax	Ext Amount
1	E00S6LL UniVerse Server Edition-Maintenance Coverage from 01-NOV-12 to 31-OCT-13	800		N	61,000.00

If your organization is tax exempt and has been charged sales tax, please email a copy of your tax exemption certificate to orders@rs.com or fax to 617.630.7100.

SUMMARY	
Subtotal	61,000.00
Tax Total	0.00
Total Due	61,000.00

11-7-12
APPROVED
 PO1301020
 Amt 61,000.00
 Cathy Riel

**COUNTY OF EL PASO
INFORMATION TECHNOLOGY DEPARTMENT
PURCHASE REQUISITION**

FY 2012-2013

REQUISITION #	R Q 1 3 0 1 1 0 1	REG. DATE:	10-19-12	INDEX:	CDP															
P.O. #	P O 1 3	PO DATE:		SUBJECT:	6304															
BID/GRANT #	1 3 -	BUYER:	Pete	CAP/GRANT/BOND ACCT#																
FOLLOW-UP REMARKS		AUDITOR FOR PROCESSING		REQUESTED BY:																
SUGGESTED VENDOR/ADDRESS	Rocket Software			VENDOR CONTACT/PHONE INFO																
VENDOR #		VENDOR TAX ID#																		
INTEROFFICE REQUESTS	DATE	LN	DESCRIPTION (SPACE BETWEEN ITEMS)	QTY & UNIT	UNIT COST	Est. TOTAL COST														
<input type="checkbox"/> Discuss w/Cathy																				
<input type="checkbox"/> PRIORITY			Universe Server Edition	800	76.25	61,000.00														
<input type="checkbox"/> Post RQ			Maintenance Renewal - E0056LL																	
<input type="checkbox"/> Post PO			11-1-12 to 10-31-13																	
<input type="checkbox"/> Fax PO																				
<input checked="" type="checkbox"/> E-Mail (or Mail) PO			Quote - Attached																	
<input type="checkbox"/> Vendor PO Rec'd																				
<input type="checkbox"/> Call Vendor																				
<input type="checkbox"/> Copy to Maint File																				
<input checked="" type="checkbox"/> Quote/Specs to: Pete G.	10-19-12																			
<input checked="" type="checkbox"/> PO copy/quote to: Rocket	10-26-12																			
<input type="checkbox"/>																				
<input type="checkbox"/> Request Invoice																				
<input type="checkbox"/> Pay Invoice																				
<input type="checkbox"/> Post Payment																				
<input type="checkbox"/> Pay Monthly/Qtrly-Doc Form Needed																				
<input type="checkbox"/> Check #																				
<input type="checkbox"/>																				
				SHIPPING/HANDLING																
				TOTAL																
COMMENTS:																				

Cathy Rice

X -3555

CONTACT

PHONE NO.

DEPARTMENT AUTHORIZATION

LINK TO:

REQUISITION DETAIL ENTRY

REQUISITION ID: RQ1301101 LINE NO.: 001 BUYER: PLG
 COMMODITY : 1932-00000Y0-02 BPO LN: COMPUTER SOFTWARE MAINTEN
 QUANTITY : 1.00 STATE TAX : LOCAL TAX :
 PURCHASE U/M : EA UNIT COST: 61,000.0000 EST. TOTAL COST: 61,000.00
 BLOCK FUNCTION: (SPEC ID TO COPY, ISRT, DLET, DUP)

SPECIFICATION INFO

BLOCK 001 OF 001

UNIVERSE SERVER EDITION MAINTENANCE RENEWAL
 E00S6LL, 800 LICENSE, BATCH ID #M31992, U2BC CUSTID 19146 (UT19146)
 11-01-12 TO 10-31-13

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SPEC IDS:

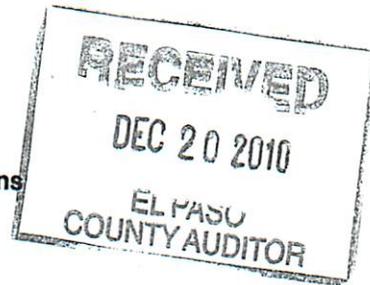
F1-HELP F2-SELECT F3-DELETE F4-BLK FUNC F5-NEXT F6-VW DOC F7-PR BLK
 F8-NX BLK F9-LINK F10-SAVE F11-VW ACCTG F12-LN ACCTG ENTER-INQUIRE CL-EXIT
 RECORD ALREADY EXISTS ON FILE, IT WAS REPLACED



Powering Business Solutions

Rocket Software
Software License Terms and Conditions

UT19146 - EL PASO COUNTY AUDITORS OFFICE



These License Terms and Conditions govern the relationship between Rocket Software (US) LLC, (a Delaware limited liability company and wholly-owned subsidiary of Rocket Software, Inc., having a place of business at 275 Grove Street, Newton, MA 02466) (hereinafter referred to as "Rocket"), and the customer as identified by an order in the U2BusinessConnect system (hereinafter referred to as "Customer"), and shall become effective immediately.

1. **Agreement:** The Agreement between the parties consists of these Terms and Conditions, the U2 Handbook, and, where applicable, attached Software Maintenance and Support Terms and Conditions. The term "Product" means the proprietary software program(s) identified in the U2BusinessConnect system, all related materials, published specifications, documentation and information received by Customer from Rocket.
2. **License:** Rocket grants to Customer a perpetual, non-transferable, non-exclusive license to use the Product in accordance with the terms, conditions, restrictions and/or limitations of the Agreement. The Product may be used in the ordinary business activities of Customer, for Customer internal operations only. Customer shall not sublicense or assign the license or Product to any other party without the prior written consent of Rocket and payment of applicable fees. The Product may not be used in a service bureau environment.
3. **License Term and Maintenance:** The License granted under the Agreement shall commence when an order is placed in U2BusinessConnect and shall continue unless otherwise terminated as provided herein. Maintenance, as governed by the attached Software Maintenance and Support Terms and Conditions, will be auto-renewed annually unless Customer provides sixty (60) days prior written notice of termination, and will be available to Customer for the Licensed Product for so long as such Product is supported by Rocket.
4. **Payment:** All payments incurred under the Agreement shall be due and payable upon receipt of invoice from Rocket.
5. **Taxes:** Customer shall pay all sales, use, property, customs, excise or other taxes imposed on Customer irrespective of whether included in any invoice sent to Customer at any time by Rocket; provided, however, that Customer shall not be responsible for any corporate income taxes or franchise fees imposed on Rocket.
6. **Limited Warranty:** Rocket hereby warrants that, for a period of 30 days following the Effective Date, the Product is capable of operating substantially in conformance with the Product's current published specifications. If it is determined that the Product does not operate according to such specifications, Rocket's only responsibility will be to use its best efforts to cure the defect. EXCEPT AS PROVIDED IN THIS SECTION, ROCKET MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS FOR A PARTICULAR USE.
7. **Liability:** IN NO EVENT SHALL ROCKET BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE USE OR ARISING OUT OF THE USE OF THE PRODUCT. ROCKET'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL LICENSE FEE ACTUALLY PAID BY THE CUSTOMER FOR THE USE OF THE PRODUCT.
8. **Indemnity:** Rocket shall indemnify and hold Customer harmless from any final award of costs and damages against Customer for any action based on infringement of any United States patent or copyright as a result of the use of the Product; provided Rocket is promptly notified in writing of any such suit or claim against Customer. Rocket shall have no liability or obligation to Customer hereunder with respect to any patent, trademark, copyright or trade secret infringement or claim thereof based upon (i) use of any Product in combination with other products or services not provided by Rocket, (ii) any modifications, alterations, or enhancements of any Product not created by or for Rocket; (iii) use of the Products in a manner inconsistent with the terms of this Agreement or (iv) claim that would not have arisen in the absence of Customer's actions and further provided that Customer permits Rocket to defend, compromise or settle same and gives Rocket all available information, reasonable assistance and authority to enable Rocket to do so.
9. **Non-Disclosure:** Customer understands and agrees that the Product and any copies, modifications and/or derivatives, in whole or in part; as well as all copyright, patent, trade secret and other proprietary rights in any of the Product, are and shall remain the sole and exclusive confidential property of Rocket. Customer shall exercise at least the same degree of care to safeguard the confidentiality of the Product as Customer would exercise to protect Customer's own confidential property. Customer agrees not to disclose, duplicate or otherwise reproduce, directly or indirectly, Product in whole or in part or any materials relating thereto. Customer agrees not to reverse assemble or reverse compile Product in whole or in part. Customer agrees to take all reasonable steps to ensure that no unauthorized persons shall have access to Product and that all authorized persons having access to Product shall refrain from any such disclosure, duplication or reproduction.
10. **Termination:** Either party shall have the right to terminate this Agreement if the other party commits a breach of this Agreement and fails to remedy such breach within thirty days of receiving written notice of such breach. Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to the Customer hereunder shall immediately cease and Customer shall, as Rocket directs, either (i) return the Product and all supporting documentation to Rocket or (ii) purge all copies of the Product and certify in writing that this has been completed. Notwithstanding the foregoing, Rocket may terminate this Agreement immediately in the event of a material breach of this Agreement by Customer.
11. **General:** This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws principles thereof. This Agreement contains the entire understanding and agreement of the parties and supersedes any and all prior and contemporaneous agreements or understandings, oral or written. Except as specifically set forth herein, this Agreement may

**Rocket Software
Software License Terms and Conditions**

be amended or terminated only by a written instrument executed by the parties. Any terms of this Agreement, which by their nature, extend beyond the day this Agreement terminates shall remain in full force and effect and shall survive termination.

12. Program Unique Terms:

A. Licenses granted for the Data Servers and SB+ Server, are determined by the number of users for Workgroup and Enterprise edition and by the number of sessions for Server edition. Users are based on the maximum number of concurrent individuals accessing the program via one or more connections. Sessions are based on the number of concurrent users making a single connection to the program; additional connections per session are available as a chargeable feature. In addition, Connection Pooling licenses are available as a chargeable feature to allow client programs to send requests through a Web server to a shared set of persistent database connections and are separate from concurrent users or sessions.

B. Customers are required to purchase a number of licenses equal to the maximum number of concurrently connected solution users, based on a single user per data server connection. If either third party or in-house multiplexing software or hardware is used in conjunction with U2, you will be required to purchase the number of licenses equal to the actual number of user licenses you would have used without multiplexing software.

C. Regardless of the technology used for connection pooling, (software that maintains an open connection to a U2 database that can be used by multiple clients sequentially), U2 connection pooling licensing and charges apply, subject to the applicable Transaction Document discount if any.

D. Level of Use: Your use of a U2 Program may not exceed the level defined in this or any other agreement between you and Rocket.

13. Miscellaneous Terms and Conditions:

A. You agree to follow the program processes and procedures as specified in the U2 Handbook which Rocket provides to you. You agree to allow Rocket to use your company name in any marketing or advertising campaign.

B. Except as expressly authorized under this Agreement, you, and your Subsidiaries are prohibited from copying or distributing Programs and Products.

C. Unless otherwise stated, you may obtain Standby licenses for a Program, as defined in the U2 Handbook, to be used as part of the Solution for disaster recovery purposes. Standby licenses, as well as Maintenance Renewals and Reinstatements for such licenses, are available at a discount of 75% off the SRP. Standby licenses may not be used for any other purpose and must be equivalent to the primary licenses in terms of program edition, features, type and number. Please refer to the U2 Handbook for details and other backup license options.

D. You may request temporary no-charge evaluation copies of the Program. Evaluation copies may be used for up to 60 days. Programs used for evaluation purposes are provided without technical support and on an "as is" basis without warranty of any kind. Please refer to the U2 Handbook for details.

E. All code provided to you as part of a technical support case is provided as is, with no warranty. Subject to any statutory warranties which cannot be excluded Rocket makes no warranties or conditions either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement, regarding the program or technical support, if any.

Special Terms: (Optional)

This section to be used for any special terms and conditions



Rocket Software Software Maintenance and Support Terms and Conditions

These Software Maintenance and Support Terms and Conditions by and between ROCKET SOFTWARE, INC. ("Rocket"), having its principal place of business at 275 Grove Street, Newton, Massachusetts 02466 USA, and the party signing this agreement (the "Customer").

Customer agrees to license and Rocket agrees to provide to Customer maintenance and support for the products listed on the applicable U2BusinessConnect records in accordance with the terms and conditions set forth herein.

1. DEFINITIONS.

- (a) "Error(s)" shall mean the failure of the Software to materially conform to its documentation but excluding nonconformity as a result of modifications made by the Customer to the Software, or the use of the Software with software or equipment other than that for which the Software was originally licensed for use.
- (b) "License Terms and Conditions" means the attached terms and conditions.
- (c) "Maintenance Releases" means Updates or Upgrades to the Software that (i) are generally made available by Rocket to its licensed users of the Software; and (ii) do not materially change the functionality of the Software as determined by Rocket.
- (d) "Rocket Support Program" refers to the technical software support programs offered by Rocket, as further detailed in Section 2 below.
- (e) "Software" means the proprietary software licensed to Customer via the applicable order in the U2BusinessConnect system.
- (f) "Update(s)" means a Maintenance Release that contains Error corrections and/or minor functional enhancements.
- (g) "Upgrade(s)" means a Maintenance Release that includes substantial functional enhancements. Upgrades do not include new products.

Any capitalized terms not defined in this Agreement shall have the meaning set forth in the License Terms and Conditions.

2. CUSTOMER SUPPORT.:

- (a) **Rocket Support:** Rocket shall use reasonable efforts to:
 - (i) Provide telephone and electronic responses to Customer with valid and current support and maintenance contract;
 - (ii) Verify and correct identified program errors in the Software;
 - (iii) Maintain and support the then-current Maintenance Release;
 - (iv) Provide to Customer all Error corrections, Updates and Upgrades, when-and-if made generally available to other users of the Software;
 - (v) Provide information regarding Rocket Software Support resources on the Rocket corporate website: www.rocketsoftware.com;
 - (vi) Continue support of the Maintenance Release immediately preceding the then-current Maintenance Release for a period of 180 days of the then-current Maintenance Release offering;
 - (vii) Provide telephone and internet support regarding the Software on Monday through Friday, excluding designated holidays, from 9:00am to 5:00pm local time;
 - (viii) Provide support for critical S1 situations (see "Priority Classification and Response Times" below) on a 24x7 (24 hours per day, seven days per week) basis.
- (b) **Priority Classification and Response Times:**

Customer requests for support are assigned a priority level, which Rocket uses to gauge the severity of the problem and, thus, the response time. Rocket will classify new support requests as Severity 3 (see S3 Problem Definition and Response Time below), unless otherwise specified by the Customer. Priority levels of a problem may change throughout the course of resolution, as the criticality of a problem changes.

Rocket uses four levels of problem priority:

- (i) **Severity 1 ("S1") Problem Definition: Critical**

Critical Impact/System Down: Business critical software component is inoperable. This indicates you are unable to use the program resulting in a critical impact on operations. This condition requires an immediate solution.

Note: All S1 problems must be reported to Rocket via phone.

Severity 1 ("S1") Response Time:

Rocket's goal is to call the Customer back within one hour. The Customer should ensure that he/she will be available to receive the callback. Use of Rocket Customer Portal or email to report a S1 problem will not guarantee a one hour response time.

(ii) **Severity 2 ("S2") Problem Definition: High**

Significant impact to Customer's business. Some users unable to authenticate or, as applicable, are unable to operate the application. Software or application performance is severely degraded or restricted.

Severity 2 ("S2") Problem Response Time:

Rocket's goal is to contact the Customer within four (4) hours during normal support hours.

(iii) **Severity 3 ("S3") Problem Definition: Medium**

Moderate to low impact to Customer's operations; majority of users are able to authenticate; non-critical function or overall performance is degraded; operations not materially impaired; Customer requires information or assistance on product capabilities, installation or configuration.

Severity 3 ("S3") Problem Response Time:

Rocket's goal is to contact the Customer within one business day.

(iv) **Severity 4 ("S4") Problem Definition: Low**

Low to no impact to Customer's operations; users are able to authenticate; circumvention to the problem has been found; Customer wishes to submit a request for enhancing product.

Severity 4 ("S4") Problem Response Time:

Rocket's goal is to contact the Customer within one business day.

- 3. Rocket reserves the right to confirm and verify the status of the Customer's account prior to providing support and maintenance services.

4. CUSTOMER'S OBLIGATIONS.

During the term of this Agreement Customer shall:

- (a) Remain current in Rocket's support program, as applicable, without interruption;
- (b) Operate the Software at the then-current Maintenance Release as commercially viable;
- (c) Use reasonable efforts to isolate and document errors in the Software to enable Rocket to fulfill its obligations herein; and
- (d) Report all problems (except S1) via the on-line Rocketu2 website: <https://u2tc.rocketsoftware.com/main.asp>.

5. LIMITATIONS

The following items are expressly excluded from Rocket's Customer Support program:

- (a) Repair or replacement of Software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the Software by persons other than Rocket authorized personnel; accident, fault or negligence of the Customer; operator error or misuse of the Software; or causes external to the Software such as, but not limited to, failure of electrical systems or fire or water damage.

- (b) Repair or replacement required as a result of modifications made by the Customer to the Software, or the use of the Software with software or equipment other than that for which the Software was originally licensed for use.
- (c) Any technical support required as a result of Customer's noncompliance of Section 3 (b) above.

6. LIMITED WARRANTY AND REMEDIES

Rocket warrants that it will use reasonable efforts to perform the services to conform to generally accepted industry standards, provided that: (a) the Software has not been modified, changed, or altered by anyone other than Rocket; (b) the operating environment, including both hardware and systems software, meets Rocket's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) Customer promptly notifies Rocket of its need for service; (e) Customer provides adequate troubleshooting information and access so that Rocket can identify and address problems; and (f) all fees due to Rocket have been paid. THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS MAINTENANCE AGREEMENT, AND THE SERVICES TO BE PROVIDED BY ROCKET UNDER IT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer's sole and exclusive remedy and Rocket's only obligation under this warranty is to redo the Services until the Software conforms to the most recent specifications produced by Rocket. CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL ROCKET BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO CUSTOMER IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE FEE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ROCKET SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF ROCKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS ROCKET, AND ITS EMPLOYEES, AGENTS, AND CONTRACTORS, AGAINST ANY LOSS, DAMAGE, EXPENSE, OR COST, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM, DEMAND, PROCEEDING OR LAWSUIT RELATED TO CUSTOMER'S UNAUTHORIZED USE OR MISUSE OF THE SOFTWARE.

7. PAYMENT AND TERMINATION

- (a) Unless otherwise terminated in accordance with this Section 6, this support program shall remain in full force and effect for an initial term of one (1) year from delivery of software. Support shall thereafter automatically renew on an annual basis at the agreed upon, then-current fees, unless either party notifies the other sixty (60) days prior to the expiration of the term of its intent not to renew support. Support fees shall be prepaid annually net 30 days prior to expiration.
- (b) Should support expire or terminate, Customer may reinstate support coverage upon mutual agreement of the parties and payment of maintenance reinstatement fees.
- (c) Either party may terminate support upon occurrence of a material breach by the other party of its obligations hereunder if the breach is not cured within thirty (30) days of written notice by the non-breaching party.
- (d) Customer may terminate support at anytime without cause upon ninety (90) days prior written notice to Rocket Software, Inc.
- (e) Support shall automatically terminate upon termination of the Customer's or End User's right to use the Software pursuant to the original Software License Agreement.

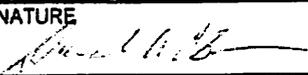
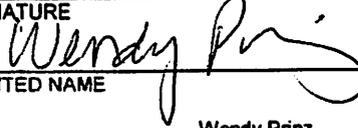
8. RIGHT TO WORK PRODUCT

All error corrections, enhancements, new releases, and any other work product created by Rocket in connection with the support services provided under this Agreement ("Work Product") are and shall remain the exclusive property of Rocket, regardless of whether the Customer, its employees or agents may have contributed to the conception, joined in its development, or paid Rocket for the development or use of the Work Product. Such Work Product shall be considered Software, and subject to the terms and conditions contained herein and in the Software License Terms and Conditions.

9. GENERAL

- (a) These terms constitutes the entire understanding between the Customer and Rocket with respect to the subject matter hereof, and Rocket makes no representations to the Customer except as expressly set forth herein. Terms and conditions set forth in any purchase order or other document provided by the Customer to Rocket that differ from, conflict with, or are not included in these terms shall not be part of any agreement between Rocket and the Customer unless specifically accepted by Rocket in writing. These terms shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto.
- (b) These terms shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts without giving effect to the conflict of laws principles thereof. Except as specifically set forth herein, these terms may be amended or terminated only by a written instrument executed by the parties. Any of these terms, which by their nature, extend beyond the day these terms terminate shall remain in full force and effect and shall survive termination.
- (c) The Customer may not assign these terms or any rights or obligations hereunder, without the prior written consent of Rocket, which consent shall not be unreasonably withheld.
- (d) The failure of either party, in any one or more instances, to enforce any of these terms shall not be construed as a waiver of future enforcement of that or any other term. If any provision of these terms shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of these terms and shall in no way affect or impair the validity or enforceability of the remaining provisions herein.
- (e) All notices given by either party to the other party under these terms shall be in writing and personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested, to the other party, at its address set forth above.
- (f) Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.
- (g) These terms have been drawn up in and shall be construed in accordance with the English language.

The parties hereto have executed this agreement through their authorized representatives.

Accepted and agreed by Customer:		Accepted and agreed by Rocket Software (US) LLC:	
SIGNATURE 		SIGNATURE 	
PRINTED NAME David Garcia		PRINTED NAME Wendy Prinz	
TITLE Director Information Technology		TITLE Contracts Administrator	
COMPANY NAME EL PASO COUNTY AUDITORS OFFICE		COMPANY NAME Rocket Software, Inc.	
DATE 12-10-10		DATE 12/10/10	

Registration Form

The Primary Contact must complete and submit to the Rocket account representative this registration form at the time of contract signing. Failure to do so may result in delay in registering Maintenance authorization.

For each contact information box below, please complete all details. By completing this form and providing us with information on behalf of other individuals in your organization, you certify that you have confirmed that they agree to your providing their data on the form.

Rocket Representative

Name: Gene Lutz		
Street Address: 275 Grove Street		
City: Newton	State/Province: MA	ZIP Code/Postal Code: 02466
Country USA		
Telephone/Ext.: 617-614-4589	Fax: 617-630-7349	
E-mail Address: glutz@rocketsoftware.com		
Rocket Customer Number: UT19146		

Primary Contact (required): The Primary Contact is to complete this form. Rocket will communicate with you, the Primary Contact, regarding changes to the Agreement or other contractual issues. The Primary Contact will receive all license and maintenance billing-related communication. If the Primary Contact is the only contact specified, Rocket may consider the Primary Contact to be the sole contact for all purposes. **(No Post Office Boxes, please)**

Contact Name: Rick Rubio		
Street Address: 800 E. Overland, Suite 400		
City: El Paso	State/Province: TX	ZIP Code/Postal Code: 79901
Country USA		
Telephone/Ext.: 915-546-2041/3156	Fax: 915-546-2042	
E-mail Address: RRubio@epcounty.com		

Site Administration Contact (if different from Primary Contact above):

Note: The Site Administration Contact is responsible for creating and maintaining U2BC access for other contact within the Company.

Contact Name: <u>Juan Carlos Ocasio (JCOcasio)</u>		
Street Address: <u>800 E. Overland, Suite 400</u>		
City: <u>El Paso</u>	State/Province: <u>TX</u>	ZIP Code/Postal Code: <u>79901</u>
Country: <u>USA</u>		
Telephone/Ext.: <u>915-546-2041,3385</u>	Fax: <u>915-546-2042</u>	
E-mail Address: <u>JCOcasio@epcounty.com</u>		

Site Technical Contact (if different from Primary Contact above):) The Site Technical Contact specified below is responsible for overall support compliance, maintaining the authorized caller list, and coordinating distribution of the technical support access information to the authorized callers of this site. This contact will also receive a letter with important Technical Support Information concerning access to Rocket Software Support.

Contact Name: <u>Ray Soto</u>		
Street Address: <u>800 E. Overland, Suite 400</u>		
City: <u>El Paso</u>	State/Province: <u>TX</u>	ZIP Code/Postal Code: <u>79901</u>
Country: <u>USA</u>		
Telephone/Ext.: <u>915-546-2041,3562</u>	Fax: <u>915-546-2042</u>	
E-mail Address: <u>RSoto@epcounty.com</u>		

EL PASO COUNTY PURCHASE ORDER

RECEIVING COPY

P.O. NO. P01201573

INCLUDE P.O. NO.

ON ALL INVOICES

REQ. NO. RQ1201734
 PAGE NO. 001
 BUYER: JL
 DELIVERY DATE: 11/24/2011 P.O. DATE: 11/14/2011
 VENDOR NO: V022447
 INDEX: CDP
 SUB-OBJECT: 6304
 FOB POINT: DEST
 TERMS: NET 30



PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762



TEXAS

EEO/APP

VOICE TO:
 COUNTY AUDITORS OFFICE
 O. E. OVERLAND
 1406
 PASO

TX 79901-2407

SHIP TO:
 CATHY RICE
 DATA PROCESSING
 800 E. OVERLAND
 RM 400
 EL PASO

TX 79901-2421

ORDER FROM:
 ROCKET SOFTWARE (US) LLC
 275 GROVE STREET
 NEWTON MA 02466

REMIT TO:
 ROCKET SOFTWARE (US) LLC
 275 GROVE STREET
 NEWTON MA 02466

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	1932 00000YO 02 COMPUTER SOFTWARE MAINTENANCE (SPECIFY) UNIVERSE SERVER EDITION MAINTENANCE RENEWAL EOOS6LL, 800 LICENSE, BATCH ID #M27666, U2BC CUSTID 19146 11-01-11 TO 10-31-12	61,000.0000	61,000.00
=====>TOTAL: + + + INCLUDE P.O. NO. ON ALL INVOICES + + +			61,000.00

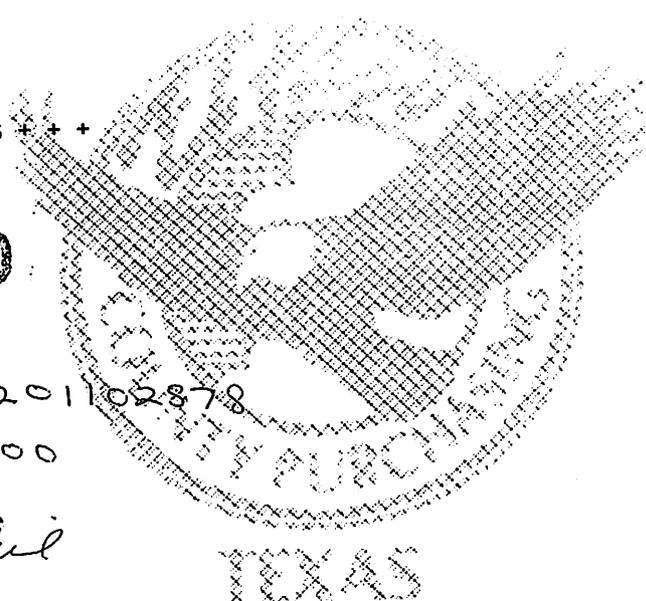
APPROVED

11-21-11

Pay Inv. U201102878

for \$61,000

Cathy Rice





Rocket Software (US) LLC
 275 Grove Street
 Suite 3-410
 Newton, MA 02466
 Phone: (617) 614-4321
 Fax: (617) 630-7100

Invoice

El Paso County Auditors Office
 Accounts Payable
 800 E Overland Ave Rm 406
 El Paso TX 79901-2518 US

Invoice Number U201102878
 Invoice Date 11/15/2011
 Purchase Order PO1201573
 Customer ID UT19146
 Batch ID M27666

Deliver To:

El Paso County Auditors Office
 Accounts Payable
 800 E Overland Ave Rm 406
 El Paso TX 79901-2518 US

Page Number 1
 Payment Terms Net Due on Receipt
 Delivered Via Electronic
 Orig Order Number
 Salesperson GLUTZ
 Currency USD

Item #	Description	Qty	Unit Price	Net Price
E00S6LL	UniVerse Server Edition-Maintenance Renewal Contract Dates 11/01/2011 to 10/31/2012 <div style="text-align: center;"> <p>APPROVED</p> <p>11-21-11</p> <p>PO1201573</p> <p>pay \$61,000</p> <p><i>Cathy Reed</i></p> </div>	800	\$ 76.25	\$ 61,000.00

Remittance Address:
 Rocket Software US LLC
 PO Box 842968
 Boston, MA 02284-2968

Overnight Remittance To:
 Rocket Software US LLC
 842968
 20 Commerce Way, STE 800
 Woburn, MA 01801

Subtotal	\$ 61,000.00
Misc	\$ 0.00
Tax	\$ 0.00
Freight	\$ 0.00
Total Due	\$ 61,000.00

All purchase orders are accepted without their pre printed terms and conditions

Invoice Comments:

8. Approve amendment No. 05 to the County of El Paso's 2011-2012 operating budget. This budgetary amendment will increase Grants by \$5,000.00 thus increasing the overall operating budget of \$267,639,264.04 to \$267,644,264.04.
Submitted by: County Auditor Edward A. Dion, County Auditors Office

9. Pursuant to the Texas Local Government Code, Sections 114.023, 114.024, 114.025 and 114.026, please accept the interim financial report for the months ended September 2011 and October 2011. These reports are located on the intranet at: www.epcounty.com/auditor/publications/default.htm
Submitted by: County Auditor Edward A. Dion, County Auditors Office

10. Approve and authorize the transfer of items, as listed in the backup, from the County Clerk's Office to the Purchasing Department.
Submitted by: County Clerk Delia Briones, County Clerk's Office

12. Approve and authorize the transfer of equipment from the District Clerk's Office to the County Purchasing Department, as listed in the backup.
Submitted by: District Clerk Norma L.Favela, District Clerk's Office

13. Approve and authorize the transfer of items from the County Purchasing Surplus inventory to the District Clerk's Office, as listed in the backup.
Submitted by: District Clerk Norma L.Favela, District Clerk's Office

14. Approve and authorize the issuance of a Purchase Order in an amount not to exceed \$114,000 to Mathew Bender/Lexis Nexis and a Purchase Order in an amount not to exceed \$195,000 to West Group Publishing for legal publications/subscriptions for the Robert J. Galvan Law Library. These legal publishers are sole source providers. Funds are available in Account Lawlibrary-6011.
Submitted by: Director, Family and Community Services Rosemary V. Neill, Family and Community Services

15. Approve and authorize an application for Housing Trust Fund resources available through the City of El Paso for rental assistance by the Department of Family and Community Services-General Assistance for use by August 31, 2012 and authorize the County Judge to sign any documents necessary for the timely submission of a proposal and acceptance of these funds.
Submitted by: Director Rosemary V. Neill, Family and Community Services

* 16. Approve and authorize payment to Rocket Software, LLC for annual maintenance on UniVerse Software License for \$61,000. The Purchasing Agent has recognized Rocket Software, LLC as the sole source provider. Funds are available in account CDP-6304 Software Maintenance.
Submitted by: Chief Technology Officer Peter Cooper, Information Technology Department

APPROVED

11-21-11

Consent



EL PASO COUNTY PURCHASING DEPARTMENT
500 EAST SAN ANTONIO, ROOM 500
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180

Memorandum

To: El Paso County Judge and Commissioners
From: Jose Lopez, Jr., Assistant Purchasing Agent
Date: November 18, 2011
Re: Single Source Purchase

A handwritten signature in black ink, appearing to be "JL", written over the "From:" line of the memorandum.

This memo is intended to serve as notice, pursuant to Texas Local Government Code Section 262.024(c), that the procurement of UniVerse License for the County of El Paso, Information Technologies Department is a single source item and is exempt from the provisions of the County Purchasing Act, as an item that can be obtained from only one source. The UniVerse software is utilized by the Justice Information Management System (JIMS). This software is embedded within the County's Justice System software, and was owned by IBM, Inc and was a part of IBM's DB2 product family. On the 1st of October 2009 it was announced that Rocket Software had purchased the entire U2 portfolio from IBM; and the U2 portfolio is grouped under the name RocketU2. Although vendors may develop applications to embed within Rocket products, the RocketU2 software (UniVerse) maintenance, licensing, and product updates and new releases the software are the proprietary and intellectual property of Rocket; and Rocket is the only vendor that may provide the County this service. I have exercised due diligence and have been unable to ascertain the existence of another vendor who could provide this software. This statement must be entered in your minutes at the time the purchase is approved.



COUNTY OF EL PASO
INFORMATION TECHNOLOGY DEPARTMENT (ITD)

800 E. OVERLAND, SUITE 400
EL PASO, TEXAS 79901
(915) 546-2041
FAX (915) 546-2042

APPROVED

16
11-21-11

MEMORANDUM:

TO: County Judge Veronica Escobar

FROM: David Garcia *David Garcia*
IT Director

DATE: November 14, 2011

SUBJECT: Agenda Item for Commissioner's Court
Monday, November 21, 2011

AGENDA ITEM:

Approve and authorize payment to Rocket Software, LLC for annual maintenance on UniVerse Software License for \$61,000. The Purchasing Agent has recognized Rocket Software LLC as the sole source provider. Funds are available in account CDP-6304 Software Maintenance.

cc: Commissioner Anna Perez, Pct. #1
Commissioner Sergio Lewis, Pct. #2
Commissioner Willie Gandara, Pct. #3
Commissioner Daniel R. Haggerty, Pct. #4
County Clerk's Office
Piti Vasquez, Purchasing Agent



4800 Ulster Street, Suite 1100
Denver, CO 80237

November 14, 2011

El Paso County Auditors Office
800 E Overland Rm 406
El Paso, TX 79901-2407

Attention: Cathy Rice

RE: Sole Source Letter

Dear Ms. Rice:

As you may already be aware, IBM has completed the sale of the U2 products to Rocket Software, LLC, and as a result, the U2 products are now wholly-owned by Rocket Software.

The purpose of this letter is to confirm that the U2 software product is licensed solely by Rocket Software. In addition, Rocket Software is the sole source of product updates for U2 and for new versions or releases of U2. Licenses and related maintenance, subscription or support can be acquired directly from Rocket Software.

Rocket Software is not the sole source provider for the U2 Brand, as we have contracted business partners that develop applications to embed within our products; however the relationship must remain aligned with the original license purchase and application.

You can go to another U2 Business Partner, however you would be required to purchase new license through them with their application. Existing licenses are non-transferable.

Rocket Software appreciates your investment in the U2 products and will continue to work hard to earn your business. We look forward to working with you, to earn your continued trust and to help you meet your specific business needs.

If you have any questions or would like to discuss this further, please feel free to contact your renewals rep, Tyson Stokes, at 720-475-8006.

Sincerely,

A handwritten signature in black ink, appearing to read "Wendy Prinz". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Wendy Prinz
U2 Contract Administrator



ROCKET SOFTWARE (US) LLC
275 GROVE STREET
NEWTON, MA 02466
(617) 614-4321
(617) 630-7100 FAX
www.rocketsoftware.com

Please update your records with our new banking information:

Check Remittances to Lockbox

Rocket Software (US) LLC
PO Box 842968
Boston, MA 02284-2968

Overnight Remittances to Lockbox

Rocket Software (US) LLC
20 Commerce Way, STE 800
Woburn, MA 01801

Wire Instructions

Rocket Software (US) LLC
Wells Fargo Bank
San Francisco, CA
Acct: 4124212416
ABA: 121000248
SWIFT Code: WFBIUS6S

September 29, 2009

Dear U2 Customer,

On September 15, IBM announced its intention to sell the U2 assets to Rocket Software, Inc. ("Rocket"). The sale of U2 to Rocket Software is expected to close on September 30 (USA)**. At that time IBM will be assigning your contract to Rocket. This is the only notification of assignment that you will receive.

In preparation for the U2 move from IBM to Rocket, we expect to bring down the U2BusinessConnect (U2BC) system on September 30, 2009 at 10:00 PM Mountain. The systems will be down from 10:00pm Mountain to 12:00 noon Mountain on October 1. In preparation we ask that you close any open license batches before that time. In the event a batch is not closed we will close the batch. You will receive a license royalty report and you should submit your purchase order to IBM as you have been doing.

Customers with a contract issued by IBM UK will have a service interruption but will continue to do business as usual as the portion of the U2 sale to Rocket within the United Kingdom will not take place until later this year.

** In the event the sale does not close on September 30, this will occur at a later date and you will be notified via email. In this unlikely event, business will continue as usual with IBM. **

The URL for U2TechConnect and U2BusinessConnect will be:

<https://u2tc.rocketsoftware.com>

To preserve your current logins, please log in to U2BC or U2TC prior to September 30. Doing so will register this information going forward with Rocket. If you do not log into U2TC or U2BC prior to Sept 30 you will be issued new passwords which will be emailed to you.

Our U2BC mailbox email address will be u2bc@rs.com. The 800.729.3553 number for Technical Support will remain the same. Attached is a Rocket Software W-9 for our US customers. As of October 1, purchase orders and reseller certificates should be addressed to:

USA	Outside of the USA
Barbara Gray	Philip Beukers
Rocket Software (US) LLC	Rocket International C.V.
275 Grove St	Korte Parallelweg 1
Newton, MA 02466	3311 JN Dordrecht, The Netherlands
Phone: (617) 614-2174	Tel: +31 (0)78 632 28 00
Fax: (617) 630-7108	Fax: +31 (0)78 613 81 34
Email : u2po@rs.com	Email : u2po@rs.com

If you have any questions, email u2bc@us.ibm.com until September 30. On October 1 and after, email u2bc@rs.com.

EXHIBIT "D"

**INTERLOCAL AGREEMENT FOR THE
TRANSFER OF "JIMS" MUNICIPAL COURT
HARDWARE AND SOFTWARE TO THE CITY**

EL PASO COUNTY PURCHASE ORDER

RECEIVING COPY

P.O. NO. P01301014

INCLUDE P.O. NO.

ON ALL INVOICES

INVOICE TO:
 COUNTY AUDITOR'S OFFICE
 800 E. OVERLAND
 RM 406
 EL PASO

TX 79901-2407



TEXAS

EEO/APP

REQ. NO. RQ1300727
 PAGE NO. 001
 BUYER: PLG
 DELIVERY DATE: 11/01/2012 P.O. DATE: 10/26/2012
 VENDOR NO: VO21133
 INDEX: CDP
 SUB-OBJECT: 6302
 FOB POINT: DEST
 TERMS: NET 30

PUR. AGENT
 PITI VASQUEZ

SHIP TO:
 CATHY RICE
 DATA PROCESSING
 800 E. OVERLAND
 RM 400
 EL PASO

TX 79901-2421

ORDER FROM:
 HEWLETT PACKARD
 8000 FOOTHILLS BLVD. MS:5578
 ROSEVILLE CA 95747

REMIT TO:
 HEWLETT PACKARD
 8000 FOOTHILLS BLVD. MS:5578
 ROSEVILLE CA 95747

*AMP ID EP County
 10410121109
 until 10/31/2013*

COUNTY TAX ID
 74-6000762

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	1927 10000YO 02 COMPUTER NETWORK-HARDWARE MAINTENANCE (SPECIFY) HP HW MAINTENANCE ONSITE SUPPORT/SW TECHNICAL UNLIMITED SUPPORT HP RX3600 SERVER USE4832NKA HP REFERENCE #: 44612668 11-1-12 TO 10-31-13 DIR-SDD1364 800-633-3600 call center	8,768.4000	8,768.40
	=====>TOTAL: + + + INCLUDE P.O. NO. ON ALL INVOICES + + +		8,768.40

APPROVED

12-8-12

Pay Inv. 67545177
 for 8,768.40

Cathy Rice

*CK#01280102
 12-10-12*

SUPPORT INVOICE

****CERTIFIED COPY****

Invoice to:

SUZI ESQUIVEL
County of El Paso
800 E Overland Ave
El Paso TX 79901-2518

Payment to:
Hewlett Packard
13207 Collections Center Drive
Chicago, Illinois 60693

Inquiries To
Hewlett Packard Company
Collections
8000 Foothills Blvd M/S 5510
Roseville, CA 95747
800-386-1115
Federal EIN: 94-1081436

Please apply with next remittance

Customer Account Number

500633438

AMP ID

EP CITY

Purchase Order Number

P01301014

Invoice Number

67545177

Date

11/02/2012

For more information on the format of this document visit www.hp.com/services/us/contracts

Support Account Reference	Invoice Period From: To:	Description	Amount/USD
USE4832NKA	11/01/2012 10/31/2013	USE4832NKA	8,768.40

Summary of Charges

Software Support-Labor

2,980.32

Hardware Support

3,372.00

Software Support-Materials

2,416.08

TOTAL INVOICE AMOUNT DUE

8,768.40

Equipment Location

El Paso County
800 E Overland Rm 400
El PASO TX 79901-2518

Software Location

El Paso County
800 E Overland Rm 400
El PASO TX 79901-2518

Payment due date: 12/02/2012

APPROVED

12-3-12

P01301014

Pay \$8,768.40

Cathy Ricci

Payment Terms: Within 30 days due net

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE U.S DEPARTMENT OF LABOR ISSUED UNDER SECTION 15 THEREOF.

Page 1 / 1



SUPPORT INVOICE

**** Original ****

Invoice to:

SUZI ESQUIVEL
County of El Paso
800 E Overland Ave
El Paso TX 79901-2518

Payment to:
Hewlett Packard
13207 Collections Center Drive
Chicago, Illinois 60693

Inquiries To
Hewlett Packard Company
Collections
8000 Foothills Blvd M/S 5510
Roseville, CA 95747
800-386-1115
Federal EIN: 94-1081436

Please apply with next remittance

Customer Account Number

500633438

AMP ID

EP CITY

Purchase Order Number

P01301014

Invoice Number	Date
67545177	11/02/2012

For more information on the format of this document visit www.hp.com/services/us/contracts

Support Account Reference	Invoice Period From: To:	Description	Amount/USD
USE4832NKA	11/01/2012 10/31/2013	USE4832NKA	8,768.40

Summary of Charges

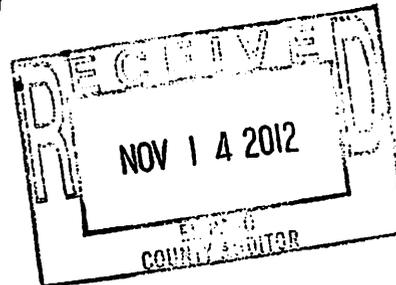
Software Support-Labor	2,980.32
Hardware Support	3,372.00
Software Support-Materials	2,416.08
TOTAL INVOICE AMOUNT DUE	8,768.40

Equipment Location
El Paso County
800 E Overland Rm 400
El PASO TX 79901-2518

Software Location
El Paso County
800 E Overland Rm 400
El PASO TX 79901-2518

Payment due date: 12/02/2012

*pls prepare
on pmt 12/02/12
es*



Payment Terms: Within 30 days due net
SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE U.S DEPARTMENT OF LABOR ISSUED UNDER SECTION 15 THEREOF. Page 1 / 1



Tristan Crowder
HEWLETT-PACKARD COMPANY
8000 Foothills Blvd
Roseville CA 95747

09/12/2012

SUZI ESQUIVEL
County of El Paso
800 E Overland Ave
El Paso TX 79901-2518

Support Account Reference: USE4832NKA
HP Reference Number: 44612668

Dear SUZI ESQUIVEL:

Enclosed you will find a Hewlett-Packard support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise HP of any changes prior to submitting your purchase order.

To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order. An open-ended purchase order allows HP to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a purchase order for the coverage dates specified in the enclosed referenced proposal.

Option 3: Sign and return the attached Signature Authorization Method (SAM) form.

Purchase orders must reference the HP Reference Number and the Support Account Reference. Applicable tax will be added to all products. If your organization is tax-exempt, please send a copy of the tax exemption certificate.

Hewlett-Packard values your business and looks forward to providing you with continued support. If you have any questions or require further assistance, please contact your Contract Admin. at 1-800-386-1115 X53803 FAX 1-800-307-0361

Sincerely,

Tristan Crowder
Contract Admin.



Support Account Overview

AMP ID: 500839807FCP
Special Terms and Conditions No: DIRSDD1364

Customer Address:
County of El Paso
800 E Overland Ave
El Paso TX 79901-2518

Hewlett-Packard Address:
HEWLETT-PACKARD COMPANY
8000 Foothills Blvd
Roseville CA 95747

Customer Contact:
SUZI ESQUIVEL
Tel: (915) 873-3862
Fax:

HP Contact:
Tristan Crowder
Tel: 1-800-386-1115 X53803
Fax: 1-800-307-0361
E-mail tristan.crowder@hp.com

This quote is valid until 10/31/2012

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then HP's standard terms, as indicated below for the services you purchased will apply. Either one is the "Agreement". Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

HP Standard Terms:

For HP Software Support terms and datasheets, visit http://support.openview.hp.com/support_options.jsp

For HP terms for Software-as-a-Service, visit <http://link.hp.com/w/j50>

For all other support terms and datasheets, including information on the format of this document, visit: <http://h20219.www2.hp.com/services/w1/en/always-on/hardware-support-documentation.html>

Your Support Access Options for Service Agreement Customers:

- **Support Contract Assistant(SCA)** - manage your service agreement online, visit www.esca.hp.com
- **HP Support Center** - <http://www.hp.com/go/hpsc>
- **HP Software Support Online** <http://support.openview.hp.com/>

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period From: To:	Description	Contract Total/USD
USE4832NKA	1034 7504 9407	11/01/2012 10/31/2013	USE4832NKA	8,768.40
Total Excluding Taxes 800 E OVERLAND AVE EL PASO TX				8,768.40

Summary of Charges	
Hardware Support	3,372.00
Software Support-Labor	2,980.32
Software Support-Materials	2,416.08
Total Excluding Taxes	8,768.40

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.
Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Support Account Detail



Special Terms and Conditions No: DIRSDD1364
Your PO Reference:
CCRN Number: 0347504943

Support Account Reference: USE4832NKA

HP Reference Number: 44612668

Equipment Address:
 El Paso County
 Cathy Rice Data Processing
 800 E Overland Rm 400
 El PASO TX 79901-2518

Software Update Address:
 El Paso County
 Cathy Rice Data Processing
 800 E Overland Rm 400
 El PASO TX 79901-2518

Hardware Contact:
 David Garcia
 Tel: (915) 546-2041
 Fax:

Software Contact:
 David Garcia
 Tel: (915) 546-2041
 Fax:

This quote is valid until 10/31/2012
Coverage from: 11/01/2012 to: 10/31/2013

Service Agreement ID: 1034 7504 9407

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

Comment: Master Agreement # DIR-SDD1364 terms and conditions apply. DIR-SDD1364 to be included on PO.
 Dir-SDD1364 Terms and conditions override HP standard terms and conditions.

Please submit a tax-exemption certificate with Purchase order or SAM form if applicable. If no certificate is on file, taxes will be added on at time of invoice.

HA110AC HP Support Plus 24 Service
***** Hardware Support *****

HP Hardware Maintenance Onsite Support
 Hardware Problem Diagnosis
 Onsite Support
 Parts and Material provided
 4 Hr Onsite Response
 24 Hrs Std Office Days
 24 hrs, Day 6
 24 hrs, Day 7
 Holidays Covered
 Travel Zone 1

AB463A	rx3600 Base System 1-CPU Solution	USE4832NKA	1	0.00
AB463A	rx3600 Base System 1-CPU Solution	USE4832NKB	1	0.00
AB463A#260	HP rx3600 Base Sys One 1.67GHz/18MB Proc		1	140.50
AB463A#260	HP rx3600 Base Sys One 1.67GHz/18MB Proc		1	140.50
AD295A	rx36xx IO Backplane PCI-X/PCI-Express	SGH482071N	1	0.00
AD295A	rx36xx IO Backplane PCI-X/PCI-Express	SGH48237DY	1	0.00
AD295A#100	rx36xx PCI-X 2.0 IO Backplane		2	0.00
AB036B	rx3600/rx6600 storage core IO	P040601208	1	0.00
AB036B	rx3600/rx6600 storage core IO	P050121208	1	0.00
AB036B#006	Core I/O SAS Controller - No RAID		2	0.00
AB564A	HP rx36/6600 4GB(4x1GB)PC2-4200 R Memory		12	0.00

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRSDD1364

Your PO Reference:

CCRN Number: 0347504943

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
AD125A	HP rx3600 24-DIMM Carrier Board	TH808C0172			1	0.00
AD125A	HP rx3600 24-DIMM Carrier Board	TH821C0083			1	0.00
AD333A	146GB/10k SAS Hard Disk Drive	PHH830V9FT			1	0.00
AD333A	146GB/10k SAS Hard Disk Drive	PHH830V9FU			1	0.00
AD333A	146GB/10k SAS Hard Disk Drive	PHH830V9FV			1	0.00
AD333A	146GB/10k SAS Hard Disk Drive	PHH830V9FP			1	0.00
AD333A	146GB/10k SAS Hard Disk Drive	PHH830V9FR			1	0.00
AD333A	146GB/10k SAS Hard Disk Drive	PHH830V9FS			1	0.00
AD142A	rx3600/rx6600 DVD-ROM Drive	ID02473878			1	0.00
AD142A	rx3600/rx6600 DVD-ROM Drive	ID02553541			1	0.00
A7011A	PCI-X 2 port 1000Base-SX Gigabit Adptr				4	0.00
AB378B	HP PCI-X 2.0 1port 4Gb Fibre Channel HBA	JP48191181			1	0.00
AB378B	HP PCI-X 2.0 1port 4Gb Fibre Channel HBA	JP48191360			1	0.00
AB378B	HP PCI-X 2.0 1port 4Gb Fibre Channel HBA	JP48191334			1	0.00
AB378B	HP PCI-X 2.0 1port 4Gb Fibre Channel HBA	JP48191385			1	0.00
AD052A	rx3600/rx6600 redundant power supply	A82610003A			1	0.00
AD052A	rx3600/rx6600 redundant power supply	A82610003B			1	0.00
AD044A	rx3600/rx6600 VGA Core I/O Card	TH9821Y00J			1	0.00
AD044A	rx3600/rx6600 VGA Core I/O Card	TH9823Y06A			1	0.00
AD301A	HP Integrated Lights Out iLO 2 Adv Pak				2	0.00
AD053A	Universal Rack Slides for 3-7U Servers				2	0.00

Discounts

Multi-Year Hdr Disc% -8%	31.04-
HW Spec Neg DiscHdr% -18%	64.26-
Pre Payment HdrDisc% -4%	11.70-

***** Software Support *****

HP Software Technical Unlimited Support

- SW Technical Support
- SW Electronic Support
- 24 Hrs Std Office Days
- 24 Hrs Day 6
- 24 Hrs Day 7
- Holidays Covered
- Standard Response

BA531AC	HP-UX Integrity EOE w/Sys 2 Proc PCL LTU		4	201.36
	Please note HP can no longer support this item from: 12/31/2013			
T1905CA	HP Serviceguard LTU		2	0.00
T1905CA#2AH	Serviceguard, Single CPU LTU		4	47.00

HP Software Updates Service

- License to Use & SW Updates
- HP Recommended SW Upd Method
- HP Recommended Doc Upd Method

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRSDD1364

Your PO Reference:

CCRN Number: 0347504943

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
A7011A	PCI-X 2 port 1000Base-SX Gigabit Adptr				4	0.00
BA490AA	HP-UX 11i v3 HP9000/Integrity EOE Media				2	0.00
BA490AA#ABA	HP-UX 11i v3 EOE US-English local				2	0.00
BA490AA#AJR	DVD media				2	0.00
BA490AA#A53	HP-UX 11i Version 3				2	0.00
BA531AC	HP-UX Integrity EOE w/Sys 2 Proc PCL LTU				4	154.36
T1905CA	HP Serviceguard LTU				2	0.00
T1905CA#ABA	Serviceguard, U.S.-English				2	0.00
T1905CA#2AH	Serviceguard, Single CPU LTU				4	33.56
T1906CA	HP Serviceguard Manual				2	0.00
T1906CA#ABA	Serviceguard manual, U.S.-English				2	13.42

Discounts

Multi-Year Hdr Disc% -8%	42.88-
SW Spec Neg DiscHdr% -5%	24.66-
Pre Payment HdrDisc% -4%	18.76-

Summary of Charges

Hardware Support	281.00
Hardware Support Tax TX	0.00
Software Support-Labor	248.36
Software Support-Labor Tax TX	0.00
Software Support-Materials	201.34
Software Support-Materials Tax TX	0.00
TOTAL INCLUDING TAX	730.70

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Payment Schedule as of 09/12/2012

AMP ID: 500839807FCP

Settlement Period from: From: 11/01/2012 to: 10/31/2013

Support Account Reference	11/01/2012	10/31/2013
USE4832NKA	8,768.40	
Total for the period		
800 E OVERLAND AVE EL PASO TX	8,768.40	
<p>Applicable tax to be added to the invoice.</p>		

Print Date 09/12/2012

Page 5 / 5

Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.



COUNTY OF EL PASO
500 E. San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048 (915) 546-8180 Fax

Notice to Interested Parties

Sealed Request for Proposals (RFP) will be received at the County Purchasing Department, 500 E. San Antonio, Suite 500, El Paso, Texas 79901 before 2:00 p.m., Wednesday, June 4, 2008 to be opened at the County Purchasing Office the same date for (RFP) Dual Itanium Server Solution for the County's Justice Information Management System. A pre-bid conference will be held on Tuesday, May 20, 2008 at 11:00 a.m. in the Purchasing Conference Room located at 500 East San Antonio, Room 500, El Paso, Texas 79901.

Proposals must be in a sealed envelope and marked:

"Proposals to be opened June 4, 2008

(RFP) Dual Itanium Server Solution for the County's Justice Information Management System

RFP Number 08-064"

Any questions or additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, May 27, 2008, at 12:00 p.m. Questions can be faxed to (915)-546-8180.

Award will be made based on a review of qualifications, scope of services and price. **COMMISSIONER'S COURT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND WAIVE TECHNICALITIES.** Only proposals that conform to specifications will be considered. Successful Proposer shall not order items or services until a Purchasing Order is received from the County Purchasing Office. Payment will not be made on items delivered without an Agreement.

If the proposal totals more than \$100,000.00, the bidder shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract price, executed with a surety company authorized to do business in the State of Texas. The certified cashiers check must be included with the proposal at the time of the opening.

In order to remain active on the El Paso County Vendor list, each Vendor receiving this proposal must respond in some form. Vendors submitting a proposal must meet or exceed all specifications herein. Vendors submitting a no proposal must submit their reason in writing to the El Paso County Purchasing Department.

PITI VASQUEZ
County Purchasing Agent

PROPOSAL SCHEDULE

To: El Paso County, Texas

I or we agree to furnish the following described equipment, supplies, or services for the prices shown in accordance with specifications listed below or attached. By execution of this proposal, I hereby represent and warrant to El Paso County that I have read and understood the Proposal Documents and the Contract Documents and this proposal is made in accordance with the Proposal Documents.

Please quote prices and discounts on the following items:

F. O. B. El Paso County

<p>Description – RFP # 08-064 (RFP) Dual Itanium Server Solution for the County's Justice Information Management Sysetm Vendor must meet or exceed specifications</p>
<p>Please do not include tax, as the County is tax-exempt. We will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) copies of your bid.</p>

Company	Address
Federal Tax Identification No.	City, State, Zip Code
CIQ Confirmation Number	CIQ Sent Date
Representative Name & Title	Telephone & Fax Number
Signature	Date

*****THIS MUST BE THE FIRST PAGE ON ALL BIDS*****

**(RFP) Dual Itanium Server Solution
for the County's Justice
Information Management System**

RFP #08-064



**Opening Date
Wednesday, June 4, 2008**

**Information Technology Department
For The County of El Paso**

**Request for Proposal (RFP) –
DUAL ITANIUM SERVER**

SOLUTION

Date: April 8, 2008

Revisions:



RFP #08-061

Opening Date
Wednesday, June 4, 2008



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Section 1 - Introduction and General Information

1.1 – Introduction

The County of El Paso is soliciting proposals for a Dual Itanium Server Solution with built-in failover capability using HP Service Guard and Mirror Disk UX, which will be used to accommodate the El Paso County (EPC) Justice Information Management System (JIMS) on the HP-UX 11i Version 3 OS platform.

1.2 – RFP Schedule

The following schedule shall be used to direct the course of the RFP. Any changes will be communicated to vendors from the Director of Purchasing of El Paso County.

- Release/Advertise RFP
- Vendor Conference
- RFP Response Due
- RFP Opening
- Vendor Presentation and Demonstration
- Evaluation Committee Recommendations
- Commissioners Court Action to Award

If Additional time is required to complete the RFP Opening, the recommendation and award schedules will be delayed.

1.3 – Questions and Clarifications

All requests for information concerning this RFP should be directed in writing to Lucy Balderama/Purchasing Department. Fax # is 546-8081

El Paso County Purchasing Department,
500 East San Antonio Ave., Room 500
El Paso, Texas, 79901

1.4 – Vendor Qualifications

EPC will evaluate proposals only from vendors that meet the following qualifications:

- The Vendor must sell Itanium class servers
- Vendor must sell the Itanium class Server with all appropriate HP-UX 11i software preloaded
- Vendor must also be able to support HP-UX 11i version 3 installed on Itanium class servers, or provide means to support this operating system
- Vendors must be able to sell and support Service Guard Cluster software and provide installation services
- Vendor must be able to sell and support Mirror Disk UX for SAN disaster recovery

1.5 – Non-Responsive Proposals

Any proposal that does not directly address the needs of El Paso County as described in the RFP will be considered non-responsive and will not be considered. A proposal that does not prove the vendor's ability to furnish a suitable solution, based on experience and references, as well as response to the design and planning requirements in the RFP, will not be considered.

1.6 – Contract / Agreement

The vendor is required to submit two originals of the vendor's proposed solution, design, terms and conditions for this project. These agreements must be included in the RFP response package. It is anticipated, and the County reserves the right to do so, that the final contract will be negotiated with the Vendor

1.7 – Submittal Information

Vendors must submit one (1) original and eight (8) copies of their proposals; all materials submitted in response to this RFP would become the property of El Paso County. Vendors will be aware that El Paso County is a public entity and as such, must abide by the public record laws. Proposals will be kept confidential until the selection process has been completed. At that time, the contents of the proposals become public record and open to inspection by all parties.

The vendor is responsible for all costs incurred in preparing and submitting the vendor's response to the RFP. All costs incurred for the presentation and demonstration of the vendor's recommendation is the responsibility of the vendor.

1.8 – Cost / Price Certification

All costs and prices proposed in the response to this RFP must be valid for a minimum of 120 days. El Paso County is not responsible for any vendor errors, omissions, or miscalculations

1.9 – Acceptance and Use of Proposal

El Paso County reserves the right to accept or reject any or all proposals. The County reserves the right to use any or all nonproprietary ideas, concepts, or configurations presented in vendors' responses.

1.10 – Response Format

Vendor responses to the RFP must follow the forms and format provided in the RFP. Additional information can certainly be provided but not in lieu of the prescribed format. It is intended that the technical and application data be presented separate from the cost data and that the cost data contain no technical data. The Table of Contents for the RFP responses is as follows:

Section A - COVER LETTER

Section B - VENDOR BUSINESS HISTORY

Section C - VENDOR REFERENCES

Section D - OVERVIEW OF VENDOR
PROPOSAL

Section E – PROPOSAL PRICE SUMMARY

1.11 – Vendor Conference

Vendors are encouraged to attend but attendance is not mandatory. All questions and requests for clarifications that have been submitted in writing will be addressed at that conference. Additional questions and requests for clarification may be addressed at the vendor conference. The questions and answers will be forwarded to all vendors that have indicated their plan to respond to the RFP. The County is not responsible for any oral instructions given by any County employees, agents, board members or elected officials concerning this RFP. All questions, responses and changes will be handled through the El Paso County Purchasing Department.

1.12 – Vendor References

Proposals must include references of other counties, cities and entities that have used the services provided by the vendor.

- The references are mandatory.
- The references must clearly establish that the vendor can sell and support Itanium class servers that support HP-UX 11i version 3, as well as Service Guard and Mirror Disk UX.

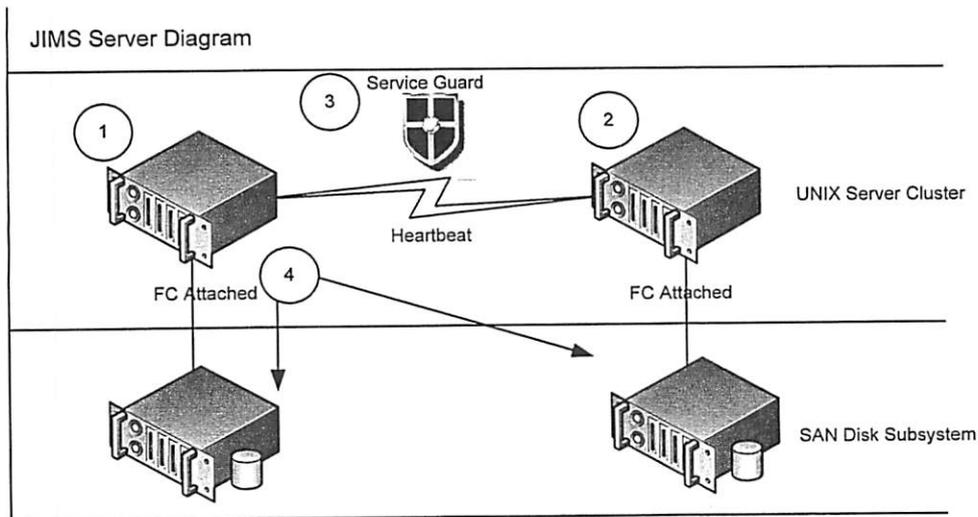
Section 2 - Specifications for Services

2.1 – Description of Itanium Server Solution Supporting HP-UX 11i version 3

The Following components are required in the Itanium server solution:

- Itanium 2 Core 1.66 GHz / 18 MB
- PCI-X 2.0 IO Backplane
- Internal SAS Control Card
- 6x 4 GB DDR2 Memory Quad
- 24 DIMM Carrier Board
- 3x 146 GB 10k SAS Drive
- DVD-Rom Drive
- 2x PCI-X 2 Port 1000 Base-SX GB Adapter
- 2x PCI-X 2.0 1 Port 4 GB Fibre Channel Adapter
- 2x Redundant Power Supply
- Lights Outs Monitoring
- Universal EZ mount Rack Rails
- HP-UX 11i version 3
- Service Guard
- Mirror Disk UX

In this solution 2 Itanium Servers will be clustered with Service Guard and Mirror Disk – See diagram 1



- 1 – Primary Itanium Server
- 2 – Secondary Itanium Server
- 3 – Service Guard
- 4 – Mirror Disk

Diagram

1

–

Itanium

Solution

Section 3 – Costs

3.1 – Total Costs

The vendor must provide total and detailed costs of the proposed project. All software, documentation, equipment, network, travel, training, labor, installation, conversion, maintenance and shipping must be priced separately. These costs will be summarized and presented on one page.

Section 4 – Response Format for Proposals

4.1 - Format

Sections:

Section A - COVER LETTER

Section B - VENDOR BUSINESS HISTORY

Section C - VENDOR REFERENCES

Section D – PROPOSAL PRICE SUMMARY

SECTION A

COVER LETTER

The proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity.

SECTION B

VENDOR BUSINESS HISTORY

The vendor shall submit the following information:

Official name and address. Indicate what type of entity, e.g. corporation, company, etc.

Complete name, address, telephone number and fax number of person to receive correspondence and who is authorized to make decisions or represent the vendor. Please state his or her capacity within the company.

Vendors must provide a detailed history of their company and its experience. The Vendor must include complete information on all company principals and their experience in these technologies.

SECTION C

VENDOR REFERENCES

The vendor will provide a list of all city/county references that are of comparable scope and complexity to the County of El Paso and that have systems similarly configured and have been in operation for at least one year. The vendor shall include the following information for each reference:

1. Name of organization
2. Implementation date
3. Contact name, title, address, and telephone number

SECTION D

Proposal Price Summary

In this section the vendor will provide a description of the Price associated with the proposed solution and design.

COUNTY OF EL PASO, TEXAS

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS*

Instructions for the certifications:

General Requirements

The County of El Paso, Texas is required to obtain from all applicants of federal funds or pass-through certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying," 21 CFR part 1414, Government wide Debarment and Suspension (Non procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of El Paso determines to award the covered cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the applicant certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of El Paso, Texas, 500 East San Antonio Street, Suite 406, El Paso, Texas 79901. Notice shall include the identification number of each affected grant

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

3. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

4. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statutes and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary

for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

COUNTY OF EL PASO PURCHASING DEPARTMENT

COUNTY COURTHOUSE, 500 EAST SAN ANTONIO,
ROOM PU500, EL PASO, TEXAS 79901
(915) 546-2048, FAX: (915) 546-8180

PITI VASQUEZ, PURCHASING AGENT
JOSE LOPEZ, JR. ASST. PURCHASING AGENT
LUCY BALDERAMA, INVENTORY BID TECHNICIAN

PROPOSAL CONDITIONS

This is the only approved instruction for use on your invitation to bid. Items below apply to and become a part of the terms and conditions of the bid.

1. BY SUBMITTING A PROPOSAL, EACH BIDDER AGREES TO WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY OF EL PASO, AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING OUT OF OR IN CONNECTION WITH: THE DOCUMENTS, PROCEDURES, ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; THE WAIVER BY EL PASO COUNTY OF ANY REQUIREMENTS UNDER THE PROPOSAL DOCUMENTS OR THE CONTRACT DOCUMENTS; THE ACCEPTANCE OR REJECTION OF ANY PROPOSAL; AND THE AWARD OF THE CONTRACT.
2. Proposal must be in the Purchasing Department **BEFORE** the hour and date specified. Faxed proposals will not be accepted.
3. Late proposals properly identified will be returned to bidder unopened. Late proposals will not be considered under any circumstances.
4. All proposals are for new equipment or merchandise unless otherwise specified (merchandise only).
5. Quotes F.O.B. destination. If otherwise, show exact cost to deliver (merchandise only).
6. Proposal unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. RFP subject to unlimited price increases will not be considered.
7. Proposals must give full firm name and address of offeror. Failure to manually sign the proposal will disqualify it. Person signing should show title or authority to bind his firm in a contract.
8. No substitutions or cancellations permitted without written approval of County Purchasing Agent for merchandise.
9. The County reserves the right to accept or reject all or any part of the proposal, waive minor technicalities and award the proposal to the lowest responsible proposer. The County of El Paso reserves the right to award by item or by total proposal. Prices should be itemized.
10. RFP \$100,000.00 and over, the proposer shall furnish a certified cashiers check made payable to the County of El Paso or a good and sufficient bid bond in the amount of 5% of the total contract prices and execute with a surety company authorized to do business in the State of Texas. The bid bond must be included with the bid at the time of the opening.
11. This is a quotation inquiry only and implies no obligation of the part of the County of El Paso.

12. The County of El Paso reserves the right to reject any proposal due to failure of performance on deliveries. The County Purchasing Agent will justify this.
13. Brand names are for descriptive purposes only, not restrictive (merchandise only).
14. The County of El Paso is an Equal Opportunity Employer.
15. Any proposal sent via express mail or overnight delivery service must have the RFP number and title clearly marked on the outside of the express mail or overnight delivery service envelope or package. Failure to clearly identify your proposal may be cause for disqualification.
16. PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2253.021, A PRIME CONTRACTOR WHO IS AWARDED A PUBLIC WORKS CONSTRUCTION CONTRACT SHALL, PRIOR TO BEGINNING THE WORK, EXECUTE TO THE COUNTY:
 - 1) A PERFORMANCE BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$100,000; AND
 - 2) A PAYMENT BOND, IN THE FULL AMOUNT OF THE CONTRACT, IF THE CONTRACT IS IN EXCESS OF \$25,000.
17. PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 262.032(b), ANY SUCCESSFUL BIDDER WHO IS AWARDED ANY CONTRACT IN EXCESS OF \$50,000 MAY BE REQUIRED TO EXECUTE A PERFORMANCE BOND TO THE COUNTY. SAID BOND SHALL BE IN THE FULL AMOUNT OF THE CONTRACT AND MUST BE FURNISHED WITHIN 30 DAYS AFTER THE DATE A PURCHASE ORDER IS ISSUED OR THE CONTRACT IS SIGNED AND PRIOR TO COMMENCEMENT OF THE ACTUAL WORK. ANY PERFORMANCE BOND REQUIRED PURSUANT TO THIS SECTION SHALL BE NOTED IN THE ATTACHED DETAILED BID SPECIFICATIONS OR SCOPE OF WORK. THIS SECTION DOES NOT APPLY TO A PERFORMANCE BOND REQUIRED BY CHAPTER 2253, TEXAS GOVERNMENT CODE.
18. "Beginning January 1, 2006, in order to implement HB 914 (adding new Local Government Code Chapter 176), ALL VENDORS MUST SUBMIT A CONFLICT OF INTEREST QUESTIONNAIRE (Form CIQ) disclosing its affiliations and business relationships with the County's Officers (County Judge and Commissioners Court) as well as the County employees and contractors who make recommendations for the expenditure of County funds. The names of the County Officers and of the County employees and contractors making recommendations to the County Officers on this contract are listed in the Specifications.

THE CONFLICT OF INTEREST QUESTIONNAIRE MUST BE FILED WITH THE COUNTY CLERK AND A COPY OR PROOF OF FILING MUST BE ATTACHED TO THE BIDDER'S RESPONSE SUBMITTED TO THE PURCHASING DEPARTMENT.

Bidders should be aware that this bidding condition is not intended to cover or to advise you about all situations in which Local Government Code Chapter 176 would require you to file a Form CIQ. You should consult your private attorney with regard to the application of this law and your compliance requirements. Failure to comply is punishable as a Class C misdemeanor.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE EL PASO COUNTY PURCHASING DEPARTMENT. **THE EL PASO COUNTY CODE OF ETHICS PROHIBITS ALL PRIVATE COMMUNICATION BETWEEN VENDORS AND CERTAIN COUNTY OFFICIALS AND EMPLOYEES AS DESCRIBED BELOW:**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the El Paso County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

Health Insurance Benefits Provided By Bidder

Consideration of Health Insurance Benefits*

1. Do you or your subcontractor(s) currently offer health insurance benefits to your employees?

If so, please describe those health insurance benefits that you or your subcontractor(s) currently provide/offer to your employees.

2. What percentage, if any, of your of your subcontractor's employees are currently enrolled in the health insurance benefits program?

El Paso County may consider provision of health insurance benefits as part of the overall "best value" determination. Failure to provide health insurance benefits will not disqualify you from participating in this bid selection process.

Business Name

Date

Name of Authorized Representative

Signature of Authorized Representative

* This page must be included in all responses.



COUNTY OF EL PASO
County Purchasing Department
500 East San Antonio, Suite PU500
El Paso, Texas 79901
(915) 546-2048
(915) 546-8180 Fax

RE: RFP #08-064, (RFP) Dual Itanium Server Solution for the County's Justice Information Management System

Dear Vendor:

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government entity to complete and submit a Conflicts of Interest Questionnaire. A copy of the requirements regarding vendors is attached. Also attached is a copy of the Questionnaire which needs to be filed and was prepared and approved for statewide use by the Texas Ethics Commission.

In filing out the Questionnaire, the following are the County Officers that will award the bid and the employees which will make a recommendation to the Commissioners Court:

County Officers: County Judge Anthony Cobos
Commissioner Luis C. Sariñana
Commissioner Veronica Escobar
Commissioner Miguel Teran
Commissioner Dan Haggerty

County Employees: Piti Vasquez, Purchasing Agent
Jose Lopez, Jr., Assistant Purchasing Agent
Peter Gutierrez, Buyer II
Linda Gonzalez, Inventory Bid Technician
Lucy Balderama, Inventory Bid Technician
Art, Armas, Director Information technology
Luke Gilpin, Internet/Applications Manager
David Garcia, Business Applications Project Admin.

Please note that the state law requires that the Questionnaire be filed with the **COUNTY CLERK** no later than **the 7th business day after submitting an application, response to an RFP, RFQ or bid** or any other writing related to a potential agreement with the County. Failure to file the questionnaire within the time provided by the statute is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Tex. Local Gov't Code § 176.006 (2005)

§ 176.006. Disclosure Requirements for Vendors and Other Persons; Questionnaire

(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire with the appropriate records administrator not later than the seventh business day after the date that the person:

(1) begins contract discussions or negotiations with the local governmental entity; or

(2) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

(b) The commission shall adopt a conflict of interest questionnaire for use under this section that requires disclosure of a person's affiliations or business relationships that might cause a conflict of interest with a local governmental entity.

(c) The questionnaire adopted under Subsection (b) must require, for the local governmental entity with respect to which the questionnaire is filed, that the person filing the questionnaire:

(1) describe each affiliation or business relationship the person has with each local government officer of the local governmental entity;

(2) identify each affiliation or business relationship described by Subdivision (1) with respect to which the local government officer receives, or is likely to receive, taxable income from the person filing the questionnaire;

(3) identify each affiliation or business relationship described by Subdivision (1) with respect to which the person filing the questionnaire receives, or is likely to receive, taxable income that:

(A) is received from, or at the direction of, a local government officer of the local governmental entity; and

(B) is not received from the local governmental entity;

(4) describe each affiliation or business relationship with a corporation or other business entity with respect to which a local government officer of the local governmental entity:

(A) serves as an officer or director; or

(B) holds an ownership interest of 10 percent or more;

(5) describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to the expenditure of money;

(6) describe each affiliation or business relationship with a person who:

(A) is a local government officer; and

(B) appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire; and

(7) describe any other affiliation or business relationship that might cause a conflict of interest.

(d) A person described by Subsection (a) shall file an updated completed questionnaire with the appropriate records administrator not later than:

(1) September 1 of each year in which an activity described by Subsection (a) is pending; and

(2) the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

(e) A person is not required to file an updated completed questionnaire under Subsection (d)(1) in a year if the person has filed a questionnaire under Subsection (c) or (d)(2) on or after June 1, but before September 1, of that year.

(f) A person commits an offense if the person violates this section. An offense under this subsection is a Class C misdemeanor.

(g) It is a defense to prosecution under Subsection (f) that the person filed the required questionnaire not later than the seventh business day after the date the person received notice of the violation.

Tex. Local Gov't Code § 176.001 (2005)

§ 176.001. Definitions

In this chapter:

(1) "Commission" means the Texas Ethics Commission.

(2) "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

(3) "Local governmental entity" means a county, municipality, school district, junior college district, or other political subdivision of this state or a local government corporation, board, commission, district, or authority to which a member is appointed by the commissioners court of a county, the mayor of a municipality, or the governing body of a municipality. The term does not include an association, corporation, or organization of governmental entities organized to provide to its members education, assistance, products, or services or to represent its members before the legislative, administrative, or judicial branches of the state or federal government.

(4) "Local government officer" means:

(A) a member of the governing body of a local governmental entity; or

(B) a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity.

(5) "Records administrator" means the director, county clerk, municipal secretary, superintendent, or other person responsible for maintaining the records of the local governmental entity.

COUNTY OF EL PASO, TEXAS

Check List

(RFP) Dual Itanium Server Solution for the County's Justice Information Management Sysetm RFP #08-064

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

_____ Responses should be delivered to the County Purchasing
Department by 2:00 p.m., Wednesday, June 4, 2008. Did you visit
our website (www.epcounty.com) for any addendums?

_____ Did you sign the Bidding Schedule?

_____ Did you sign the "Certifications Regarding Lobbying, Debarment,
Suspension and Other Responsibility Matters; Drug-Free Workplace
Requirements; Federal Debt Status, and Nondiscrimination Status
And Implementing Regulations" document?

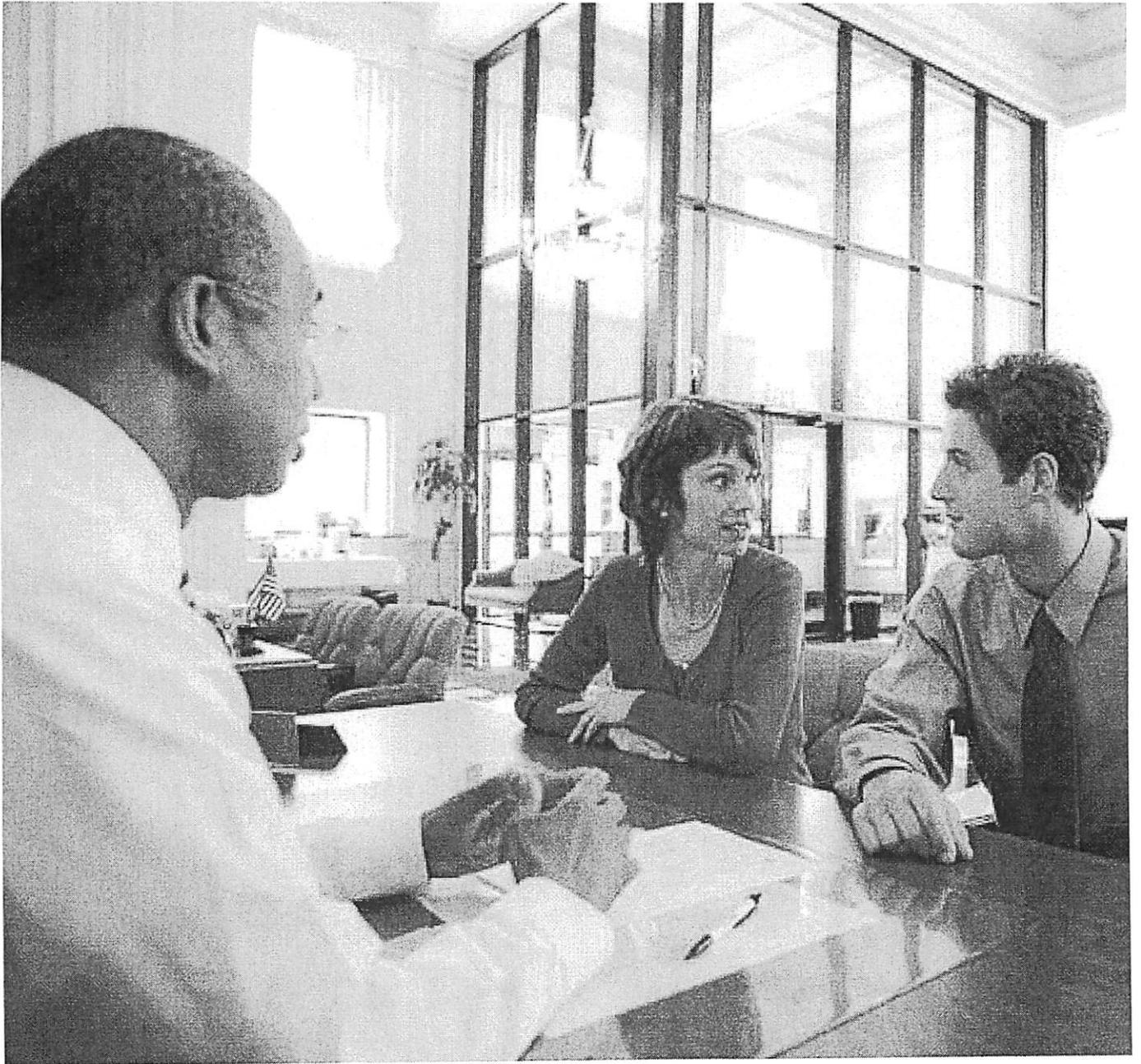
_____ Did you sign the "Consideration of Insurance Benefits" form?

_____ Did you file a copy of the completed Conflict of Interest
Questionnaire (Form CIQ) with the El Paso County Clerk (in person
or by mail to 500 E. San Antonio, Suite 105, El Paso, TX 79901 or
by fax to 915-546-2012 attention Joann) and write the confirmation
number given as proof of filing on your bidding schedule? Please
include the completed and signed form with your response whether
a relationship exists or not.

_____ If your bid totals more than \$100,000, did you include a bid bond?

_____ Did you provide one original and two (2) copies of your response?

Guide to understanding your Support Agreement



Thank you for your interest in Hewlett-Packard Services. HP Services wants to make your contract experience with us as simple and efficient as possible. This document is designed to guide you through your Support Agreement documentation. If you have further questions, please do not hesitate to contact your HP representative.

HP Customer Support Agreement is easy to navigate and split into 4 distinct sections:

1. Customer Support Agreement Overview

Customer Support Agreement Overview

Support Agreement ID: _____

Customer Address: _____ Hewlett-Packard Address: _____

Customer Contact: _____ HP Contact: _____

Your Support Access Options:

- Visit our website
- For Service please call HP:
- To View and Manage your Service Agreement online visit:

Please have your Service Agreement ID, Product#/Serial# available to expedite your support experience.

Support Account Bal.	Service Agreement ID	Coverage Period From:	To:	Description	Contract Total

The prices shown will be invoiced XXXX.

2. Customer Support Agreement Detail

Customer Support Agreement Detail

Support Agreement ID: _____ Service Agreement ID: _____
 Your Reference: _____ Support Account Reference: SAR Name _____

Equipment Address: _____ Software Update Address: _____

Hardware Contact: _____ Software Contact: _____

Coverage from: 01.01.200X to 31.12.200X

Product No.	Description	Serial Number	Coverage From:	Period To:	Qty	Price	
*** Hardware ***							
NA110AC	HP Support Plan 24 Service						
HP Hardware Maintenance Onsite Hardware Problem Diagnostic Onsite Support Parts and Material provided 4 Hr Onsite Response 24 Hrs Day 6 24 Hrs Day 7							
30111-371	DL180R03 X2 6400 512 A/P	ADC123456789			1	1,200.00	
30111-371	DL180R03 X2 6400 512 A/P	DEF123456789	02.10.200X		1	320.00	
30111-371	DL180R03 X2 6400 512 A/P	GHI45678901		04.05.200X	1	100.00	
*** Software ***							
HP Software Technical Unlimited Support SW Technical Support 24 Hr Electronic Support 24 Hrs 2nd Office Days 24 Hrs Day 6 24 Hrs Day 7 Holidays Covered Standard Response							
A3619B	HP 9000 N4000 Enterprise Server Solution					1	100.00
A359A	A-68 CPU Upgrade - PCK1W 4.00					1	50.00
B3191EA	HP-LXC Operating System License Server					1	0.00
B3191EAFLUA1	2 User License					1	50.00

Discount applied on Prices Above
Customer Discount - 30%

3. Payment Schedule

Payment Schedule as of 01.01.200x

Support Agreement ID: _____

Breakdown of charges for period: From 01.01.200x to 12.31.200x

Support Account Reference	01.01.200x	01.04.200x	01.07.200x	01.10.200x
	31,03,200x	30,06,200x	30,09,200x	31,12,200x
SAR Name	3,900.00	3,900.00	3,600.00	4,500.00

Date Printed: 01.01.200x Prices shown are excluding tax

The prices shown will be invoiced xxxxx

4. Monthly Cost Schedule

Monthly Cost Schedule as of 01.01.200x

Support Agreement ID: 000000

Breakdown of charges for period from 01.01.200x to 31.12.200x

Support Agreement Reference	01.01.200x	01.02.200x	01.03.200x	01.04.200x	01.05.200x	01.06.200x	01.07.200x	01.08.200x	01.09.200x	01.10.200x	01.11.200x	01.12.200x
SAR Name	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Hardware	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
Software	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
Total	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00

Date Printed 01.01.200x Prices do not include tax

The price shown will be invoiced xxxxx

1. Customer Support Agreement Overview

Definition Key

1. AMP ID is defined by HP and used by Contract Administration to identify your contract.
2. Customer address for all communication by HP, including invoices.
3. HP address.
4. Primary customer contact for the contract.
5. Primary HP contact for the contract.
6. Options by which customer can log support to HP.
7. Option by which customer can manage their Support Agreement.
8. Support Account Reference (SAR) is defined by the customer or HP to identify hardware equipment and software supported by HP. SAR can be used by the customer to log support to HP in addition to the SAID, and/or the Serial Number.
9. Service Agreement ID (SAID) is defined by HP to identify hardware equipment and software supported by HP. SAID can be used by the customer to log support to HP in addition to the SAR, and/or the Serial Number.
10. Support coverage period.
11. Support Account Reference (SAR) is defined by the customer or HP to easily identify equipment supported.
12. Contract total for support coverage period excluding tax.

Support Account Overview

AMP ID: 0000000000 ← ①

Customer Address: ← ②
 Name
 Street
 City

Hewlett-Packard Address: ← ③
 Name
 Street
 City

Customer Contact: ← ④
 Name
 Telephone: XXX XXX XXXX
 Fax: XXX XXX XXXX
 E-mail: name@companyname.com

HP Contact: ← ⑤
 Name
 Telephone: XXX XXX XXXX
 Fax: XXX XXX XXXX
 E-mail: name@companyname.com

Your Support Access Options:
 - Visit our website
 - For Service please call HP: ← ⑥
 - To View and Manage your Service Agreement online visit: ← ⑦

Please have your Service Agreement ID, Product#/Serial# available to expedite your support experience.

Support Account Ref.	Service Agreement ID	Coverage Period From:	To:	Description	Contract Total
SAR NAME	0000 0000 000	XX.XX.XXXX	XX.XX.XXXX	SAR Description	00,000.00

↑ ⑧ ↑ ⑨ ↑ ⑩ ↑ ⑪

00,000.00
 00,000.00
 ↑ ⑫

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable. Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced monthly in advance.

2.1. Customer Support Agreement Detail: Header Level Detail

Customer Support Agreement Detail consists of two sections: Header Level Detail and Item Level Detail.

The Header Level Detail section identifies the customer hardware and software address, supported by HP, and for the customer contact(s) to log support to HP and the support coverage period.

The screenshot shows a form titled 'Customer Support Agreement Detail'. It contains several sections: 'Support Account Reference', 'HP Reference Number', 'Software Update Address', 'Hardware Contact', 'Software Contact', and 'Coverage'. An arrow points from the text above to the 'Support Account Reference' field.

Support Account Detail

② → Special Terms and Conditions No: S
Your PO Reference:
CCRN Number: 0000000000

④ → Equipment Address:
Name
Street
City

⑥ → Hardware Contact:
Name
Telephone: XXX XXX XXXX
Fax: XXX XXX XXXX

⑧ → Coverage: From 01.01.200X to 12.31.200X.

Support Account Reference 0000000000 ← ①

HP Reference Number 00000000 ← ③

Software Update Address: ← ⑤

Name
Street
City

Software Contact: ← ⑦

Name
Telephone: XXX XXX XXXX
Fax: XXX XXX XXXX

Definition Key

1. Support Account Reference (SAR) is defined by the customer or HP to identify hardware equipment and software supported by HP. SAID can be used by the customer to log support to HP in addition to the SAR, and/or the Serial Number.
2. Quote acceptance reference for example purchases order (PO) number.
3. HP Reference Number is created by HP and used to identify the quote being provided.
4. Customer hardware equipment address.
5. Customer address for HP to send software updates.
6. Primary customer contact to log hardware equipment support to HP.
7. Primary customer contact to log software support to HP.
8. Support coverage period.

2.2. Customer Support Agreement Detail: Item Level Detail

Customer Support Agreement Detail consists of two sections: Header Level Detail and Item Level Detail.

The Item Level Detail section identifies the customer hardware and software address supported by HP, and the support coverage period.

Customer Support Agreement Detail

Support Agreement No.	Customer Name
Product Name	Contract Number
Contract Status	Contract Start

Summary of Support Agreement

Product No.	Description	Serial Number	Coverage Period From	Coverage Period To	Qty	Price
HA110AC	HP Support Plus 24 Service					
30111-371	DL380R03 X2 8/400 512 A/P	ABC123456789			1	1,000.00
30111-371	DL380R03 X2 8/400 512 A/P	DEF234567890	XX.XX.XXXX		1	300.00
30111-371	DL380R03 X2 8/400 512 A/P	GHI345678901		XX.XX.XXXX	1	100.00

Product No.	Description	Serial Number	Coverage Period From	Coverage Period To	Qty	Price
HA110AC	HP Support Plus 24 Service					
*** Hardware ***						
	HP Hardware Maintenance Onsite Hardware Problem Diagnostic Onsite Support Parts and Material provided 4 Hr Onsite Response 24 Hrs Day 6 24 Hrs Day 7					
30111-371	DL380R03 X2 8/400 512 A/P	ABC123456789			1	1,000.00
30111-371	DL380R03 X2 8/400 512 A/P	DEF234567890	XX.XX.XXXX		1	300.00
30111-371	DL380R03 X2 8/400 512 A/P	GHI345678901		XX.XX.XXXX	1	100.00
Please note HP can no longer support this item from 04.05.200x						
*** Software ***						
	HP Software Technical Unlimited Support SW Technical Support SW Electronic Support 24 Hrs Std Office Days 24 Hrs Day 6 24 Hrs Day 7 Holidays Covered Standard Response					
A3639B	HP 9000 N4000 Enterprise Server Solution				1	100.00
A550A	Add CPU rp7400 - PCXW 440				1	50.00
B3919EA	HP-UX Operating System License Servers				1	0.00
B3919EA#UA1	2 User License				1	50.00
Discount applied on Prices Above						
Customer Discount - XX%						

Definition Key

9. Support description
10. Hardware equipment and software support deliverables by HP.
11. Hardware Product Number supported by HP.
12. Hardware Serial Number supported by HP.
13. Line item with date in this column has warranty or prepaid support by HP and will begin billing from this date.
14. Line item with a date in this column has reached End of Support Life (EOSL) by HP and will cease billing, or item has reached end of warranty.
15. Software Product Number supported by HP.
16. Line item monthly charge excluding tax. If product warranty ends during support period, monthly charge will show both non warranty and warranty amount. Actual monthly amount is on monthly cost schedule.
17. Discount(s) applied to monthly charge (if applicable).

3. Payment Schedule

The Payment Schedule section details support charges by the customer nominated charge frequency. The payment schedule will match the invoice, provided there have been no line item or support level changes to the contract during the support coverage period.

Payment Schedule as of 01.01.200x				
AMP ID: 000000000000	← ①			
Settlement Period from: From: MM/DD/YEAR to: MM/DD/YEAR	← ②			
Support Account Reference	XX.XX.XXX XX.XX.XXX	XX.XX.XXXX XX.XX.XXX	XX.XX.XXXX XX.X.XXXX	XX.XX.XXXX XX.XX.XXXX
SAR Name	3,900.00	3,900.00	3,600.00	4,500.00
	↑ ③		↑ ④	↑ ⑤
Date Printed: 01.01.200x Prices shown are excluding tax				
Please refer to the payment schedule for prices to be invoiced monthly in advance. Price in USD.				

Definition Key

- AMP ID is defined by HP and used by Contract Administration to identify your contract.
- Support coverage period.
- Breakdown of charges by Support Account Reference (SAR).
- In this example, charge amount (excluding taxes) may decrease if line item(s) have reached End of Support Life (EOSL) by HP.
- In this example, charge amount (excluding taxes) may increase if line item(s) with warranty and/or prepaid support by HP have started to bill.
- Customer nominated charge frequency and applicable currency.

4. Monthly Cost Schedule

The MONTHLY COST SCHEDULE details support cost by month for the support coverage period.

Monthly Cost Schedule as of 01.01.200x

AMP ID: 000000000000 ← ①

Breakdown of charges for period: From MM/DD/YEAR to: MM/DD/YEAR ← ②

Support Account Reference	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX	XX.XX.XXXX
SAR Name ← ③												
HW	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,000.00	1,000.00	1,000.00	1,300.00	1,300.00	1,300.00
SW	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
Total	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,200.00	1,200.00	1,200.00	1,500.00	1,500.00	1,500.00
↑ ④	Applicable tax to be added to the invoice						↑ ⑤		↑ ⑥			

Date Printed 01.01.200x

Please refer to the payment schedule for prices to be invoiced monthly in advance. Price in USD.

Definition Key

- AMP ID is defined by HP to identify the customer contract.
- Support coverage period.
- Breakdown of cost by Support Account Reference (SAR).
- Total monthly charge for support coverage period.
- In this example, total monthly charge excluding tax may decrease if line item(s) have reached End of Support Life (EOSL) by HP.
- In this example, total monthly charge, excluding tax may increase if line item(s) with warranty and/or prepaid support by HP have started to bill.

EL PASO COUNTY PURCHASE ORDER

INVENTORY COPY

P.O. NO. P0090517

INCLUDE P.O. NO.

ON ALL INVOICES

P00905517

REQ. NO.

RQ0905123

PAGE NO.

001

BUYER:

PLG

DELIVERY DATE:

02/12/2009 P.O. DATE: 01/28/2009

VENDOR NO:

VO21133

INDEX:

CDP

SUB-OBJECT:

9401

FOB POINT:

DEST

TERMS:

NET 30

PUR. AGENT
PITI VASQUEZ

COUNTY TAX ID
74-6000762



TEXAS
EEO/APP

REPRINT OF PREVIOUSLY ISSUED PURCHASE ORDER

INVOICE TO: COUNTY AUDITOR'S OFFICE
800 E. OVERLAND AND
RM. 406
EL PASO TX 79901-2407

TX 79901-2407

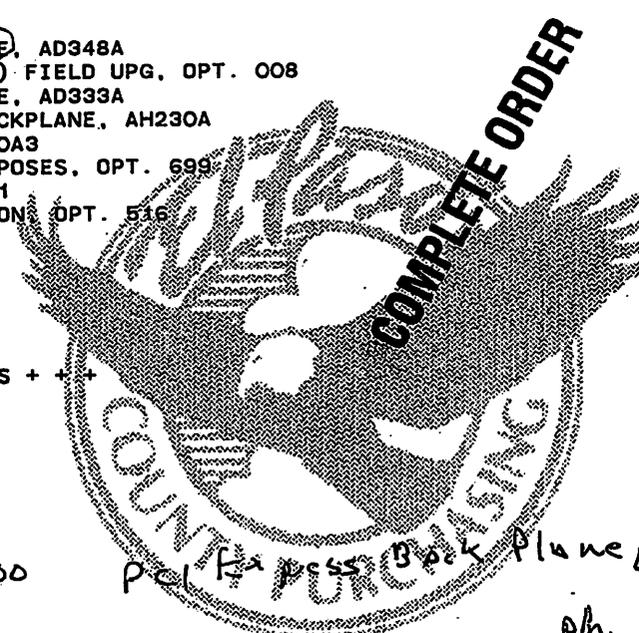
SHIP TO: CATHY RICE
DATA PROCESSING
PURCHASING/RECEIVING
800 E. OVERLAND (BASEMENT)
EL PASO TX 79901-2420

MD0/47A

ORDER FROM: HEWLETT PACKARD
CARE OF DESERT COMMUNICATIONS
8000 FOOTHILLS BLVD., MS:5578
ROSEVILLE CA 95747

REMIT TO: HEWLETT PACKARD
CARE OF DESERT COMMUNICATIONS
8000 FOOTHILLS BLVD., MS:5578
ROSEVILLE CA 95747

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
<i>XEA</i>	1927 00000YO 02 COMPUTER NETWORK-HARDWARE (SPECIFY) 2 - HP RX3600/RX6600 CORE I/O UPGRADE, AD348A 2 - HP 2ND CORE I/O CONTROLLER (P400) FIELD UPG. OPT. 008 2 - HP INTEGRITY 146GB 10K SAS DRIVE, AD333A 2 - HP RX3600/RX6600 PCI EXPRESS BACKPLANE, AH230A 1 - HP 3Y SUPPORT PLUS 24 SVC, HA110A3 6 - FOR HP INTERNAL ENTITLEMENT PURPOSES, OPT. 699 1 - HP INSTALLATION SERVICE, HA113A1 4 - INTERNAL DISK DRIVES INSTALLATION, OPT. 516 2 - CORE I/O INSTALLATION, OPT. 545 PER QUOTE #PCBC-37782-00 <i>2-24-09</i> =====>TOTAL: + + + INCLUDE P.O. NO. ON ALL INVOICES + + +	6,983.6000	6,983.60
			6,983.60



RECEIVED 1 CD 2 4 2009
Francis Brown

Rx 3600/Rx6600 PCI Express Back Plane, AH 230A

AB463-2163A s/w

TH 834K 0053

TH 834K 0050

B/K H 140818

140814



PACKING LIST

CUSTOMER INFORMATION
Ship To: El Paso County 800 E Overland Ave EL PASO, TX 79901-2518
Deliver To Data Processing Room 403 / David Garcia
Sold To El Paso County 800 E Overland Ave EL PASO, TX 79901-2518
Attention of:
Customer P.O. No: P0905517

SHIPPER INFORMATION
Shipped From: Hewlett-Packard Company Gulf coast Logistics Center Attn: CCM7 20555 SH 249 HOUSTON, TX 77070
HP Order No: 26W6-77855-001
HP Delivery No: 6100008902
Shipment Id: 6100008902
Carrier Ref No: 8442120
Carrier: PEGASUS LOGISTICS GROUP
Ship Date: 02-17-09

Order No	Order Delivery Item	Qty	Product	Description	Pallet/Box No.	Weight
301677855	10 10	2	AD348A	HP rx3600/rx6600 Core IO Upgrade Cust PO Item , Line No. 010001	5202-72225	7.0 LB
20	20	2	AD333A	HP Integrity 146GB 10k SAS Drive Cust PO Item , Line No. 020001	5202-72225 5202-72225	
			SN: 2SD851VWDN SN: 2SD851VWAN			
30	30	2	AH230A	HP rx3600/rx6600 PCI Express Backplane Cust PO Item , Line No. 030001	F200-4KKR4 F200-4KKRB	18.0 LB 18.0 LB
			SN: TH834K0050 SN: TH834K0053			

Total Plt./Box Count: 3 Total Weight: 43.0 LB

Attention Receiving Personnel: In case of concealed or obvious damage:

- 1) Save all Packaging Material.
- 2) Contact the Delivering Carrier for Inspection.
- 3) Contact your Hewlett-Packard customer service representative.



invent
Legal Quotation

To: El Paso County
325 S. Cascade Ave
Colorado Springs, CO 80903

Attn: TBD
Phone:
Fax:
Email:

In reply to your request:

HP Quote #	Created	Expires
PCBC-37782-00	12/16/2008	3/16/2009

Your HP Sales Contact:

Nancy Hemmen
Phone: 512-626-5455
Fax: nancy.hemmen@hp.com
Email:

Payment Terms:

Net 30 days, subject to credit approval

Submit Purchase Order To:

Rita Kraynik
Phone: 916-785-7822 *****
Fax: 800-386-1118 *****
Email: OM_PCBC_SLED@hp.com
8000 Foothills Blvd
MS:5578
Roseville, CA 95747

Solution	Net Price
Hardware Total:	\$5,969.60
Software Total:	\$0.00
Support Total:	\$0.00
Other Total:	\$1,014.00
Shipping and Handling Total:	\$0.00
Grand Total:	\$6,983.60
Estimated Delivery upon order entry:	6 days
Delivery Method Standard Delivery Duty Paid Shipping & Handling and Special Handling Exempt	



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Legal Quotation

Quote Number
PCBC-37782-00

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2

No.	Qty	Product	Description	Extended Item Net Price	Estimated Delivery Upon Order Entry
0100	2	AD348A	HP rx3600/rx6600 Core IO Upgrade		6 days
	2	Opt. 008	HP 2nd Core IO Controller(P400) Field Upg	1,275.00	6 days
0200	2	AD333A	HP Integrity 146GB 10k SAS Drive	894.60	6 days
0300	2	AH230A	HP rx3600/rx6600 PCI Express Backplane	3,800.00	6 days
0400	1	HA110A3	HP 3y Support Plus 24 SVC		
	6	Opt. 699	For HP Internal Entitlement Purposes		
0500	1	HA113A1	HP Installation Service		
	4	Opt. 516	Internal Disk Drives Installation	504.00	
	2	Opt. 545	Core I/O Installation	510.00	
Grand Total:					\$6,983.60

HP Confidential and Proprietary Information Do Not Share.

Shipping and handling charges are stated separately for Hewlett-Packard standard transportation and not included in product prices quoted

Delivery quoted is in weeks. Taxes, if applicable, are not included. Payment on partial shipments will be considered acceptable unless

otherwise noted on your purchase agreement. Except as otherwise expressly provided in the Product Description, All prices are for USA end use only

Print Date: 12/16/2008 5:03:39PM



i n v e n t
Legal Quotation

Quote Number
PCBC-37782-00

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3

PLEASE REFERENCE THIS QUOTE NUMBER ON
YOUR PURCHASE ORDER.

Please include the support identifier of the system on which this add-on or upgrade will be installed. If the support identifier is not known, please include the serial number of the existing system on your purchase order.

For payment purposes only, installation, inspection, and acceptance are deemed at time of delivery. The payment terms for the order (including, but not limited to, hardware(HW), software(SW), HW/SW Support and Installation with the purchase of product) contained within this Legal Quotation are Net 30 days from the date of the invoice. The invoice for this order will generate at the same time the hardware and/or software product(s) ship and payment for all items is expected within 30 days upon receipt of a proper invoice whether or not the installation/service has occurred at the time payment is due. If you anticipate that your installation site will not be ready within 30 days of delivery, please contact your HP sales representative to discuss alternative pricing options.

The terms and conditions of the Tex DIR-SDD-223 apply to any order placed as a result of this inquiry. No other terms and conditions shall apply.

Please reference this contract when placing an order.

Hardware Title Passes At: At Delivery, Named Place of Destination

Please reference Hewlett-Packard's quote number, purchase agreement number (if applicable), item sequence and the following information on any resulting purchase order:

- Your requested delivery date
- The name and telephone number of the individual who is the end-user contact that Hewlett-Packard may call for product support information.
- If applicable, your support identifier or handle name, on any previously purchased support contract, covering the system on which any software herein quoted will be installed. The support identifier or handle is the one assigned when a support agreement is purchased.

Please contact your Hewlett-Packard Sales Representative should you have any technical questions or any other questions.

HP has financing options for technology solutions for the End User. If in the U.S., please contact the HP Technology Finance representative or call 1-888-999-HPTF (4783) for more information; if in Canada, please call 1-800-HP-LEASE (1-800-475-3273).

Prices are exclusive of use, sales, value added and other taxes. When applicable, such taxes will appear as a separate item on HP's invoice. Should the item(s) being quoted herein be exempt from sales tax, please ensure that the appropriate valid Tax Exemption Certificate, referencing Hewlett-Packard Company as the vendor, be forwarded to your Hewlett-Packard Order Processing Coordinator.

Unless indicated differently this quote is subject to the terms and conditions as set forth in your purchase agreement A21H8.

California law requires collection of a recycling fee for laptop computers, LCD desktop monitors, and CRTs (monitors and TVs). For more information, go to www.hp.com/go/hwrecycle. Applicable recycling fees may not be reflected in this quotation. Such fees will be included on your invoice upon order.

HP Confidential and Proprietary Information Do Not Share.

Shipping and handling charges are stated separately for Hewlett-Packard standard transportation and not included in product prices quoted. Delivery quoted is in weeks. Taxes, if applicable, are not included. Payment on partial shipments will be considered acceptable unless otherwise noted on your purchase agreement. Except as otherwise expressly provided in the Product Description, All prices are for USA end use only

Print Date: 12/16/2008 5:03:39PM



i n v e n t
Legal Quotation

Quote Number	Page
PCBC-37782-00	4

HP CONFIDENTIAL AND PROPRIETARY INFORMATION DO NOT SHARE

HP Confidential and Proprietary Information Do Not Share.

Shipping and handling charges are stated separately for Hewlett-Packard standard transportation and not included in product prices quoted. Delivery quoted is in weeks. Taxes, if applicable, are not included. Payment on partial shipments will be considered acceptable unless otherwise noted on your purchase agreement. Except as otherwise expressly provided in the Product Description, All prices are for USA end use only

Print Date: 12/16/2008 5:03:39PM



** CERTIFIED COPY **

PAGE: 1 OF 2

INVOICE 2500697793

REMIT TO: HEWLETT-PACKARD COMPANY 13207 COLLECTIONS CENTER DR. CHICAGO IL 60693	ORDER DATE 02/06/2009	INVOICE DATE 02/17/2009	DUE DATE 03/19/2009	PAYMENT TERMS NT30	HP ORDER NO 26W677855001
CUSTOMER PURCHASE ORDER NUMBER P0905517	FEDERAL EIN : 94-1081436 CUSTOMER NUMBER: 0500157670 HP-PURCH-AGR: A21H8 SYS HANDLE: NEW SYSTEM				

INVOICE TO:

El Paso County
County Auditors Office room 406
800 E Overland Ave
El Paso TX 79901-2518

SPECIAL INSTRUCTIONS:

APPROVED MAY 1 2009

P0905517
PAY 6983.60
Cathy Rice

INQUIRIES TO:
HEWLETT-PACKARD COMPANY
COLLECTIONS
MS5518
8000 FOOTHILLS BLVD
ROSEVILLE CA 95747
PHONE (800) 209-9620

RECEIVED
APR 30 2009
EL PASO
COUNTY AUDITOR

SUMMARY:	
ITEMS TOTAL:	7,283.00
DISCOUNT:	299.40-
INVOICE SUB-TOTAL:	6,983.60
SHIPPING & HANDLING:	0.00
TAX(SEE DESCRIPTION BELOW):	0.00
INVOICE TOTAL:	6,983.60

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
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BEGIN OF SECTION 001

SHIP TO:

El Paso County
800 E Overland Ave
El Paso TX 79901-2518
Data Processing Room 403 / David Garcia

0100	AD348A	HP rx3600/rx6600 Core IO Upgrade	2	EA	0.00	0.00
	OPTION#008	HP_AD348A_008	2	EA	750.00	1,500.00
		Discount for 0100 (15.0%)				225.00-
		Price for 0100				1,275.00
		Sales/use Tax for 0100			0.00	
		Shipped Via : PGAA03				
		Ship date : 02/17/2009 B/L Number :				
0200	AD333A	HP Integrity 146GB 10k SAS Drive	2	EA	497.00	994.00
		SERIAL # 2SD851VWDN BOX # 5202-72225				
		SERIAL # 2SD851VWAN BOX # 5202-72225				
		Discount for 0200 (10.0%)				99.40-
		Price for 0200				894.60
		Sales/use Tax for 0200			0.00	
		Shipped Via : PGAA03				
		Ship date : 02/17/2009 B/L Number :				
0300	AH230A	HP rx3600/rx6600 PCI Express Backplane	2	EA	2,000.00	4,000.00
		SERIAL # TH834K0050 BOX # F200-4KKR4				
		SERIAL # TH834K0053 BOX # F200-4KKRB				
		Discount for 0300 (5.00%)				200.00-
		Price for 0300				3,800.00
		Sales/use Tax for 0300			0.00	

Please send invoice copy or refer to invoice number 2500697793
Please pay on this invoice. No statement will be issued.

Continued
CERTIFIED

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.



** CERTIFIED COPY **

PAGE: 2 OF 2

INVOICE 2500697793

REMIT TO: HEWLETT-PACKARD COMPANY 13207 COLLECTIONS CENTER DR. CHICAGO IL 60693	ORDER DATE 02/06/2009	INVOICE DATE 02/17/2009	DUE DATE 03/19/2009	PAYMENT TERMS NT30	HP ORDER NO 26W677855001
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CUSTOMER PURCHASE ORDER NUMBER
P0905517

FEDERAL EIN : 94-1081436
CUSTOMER NUMBER: 0500157670
HP-PURCH-AGR: A21H8 SYS HANDLE: NEW SYSTEM

ITEM	PRODUCT	DESCRIPTION	QTY UM	UNIT PRICE	AMOUNT
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Shipped Via : PGAA03
Ship date : 02/17/2009 B/L Number :

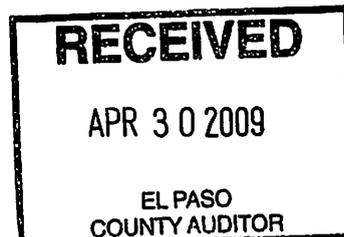
0400	HA110A3	HP 3y Support Plus 24 SVC	1 EA	0.00	0.00
	OPTION#699	699-For HP Internal Entitlemen	6 EA	0.00	0.00
		Discount for 0400			0.00
		Price for 0400			0.00
		Sales/use Tax for 0400		0.00	
0500	HA113A1	HP Installation Service	1 EA	0.00	0.00
	OPTION#545	545-Installation - Core I/O	2 EA	375.00	750.00
	OPTION#516	516-Installation - Internal Di	4 EA	180.00	720.00
		Discount for 0500			456.00-
		Price for 0500			1,014.00
		Sales/use Tax for 0500		0.00	

PLUS SHIPPING & HANDLING
Sales/use Tax for Shipping & Handling

0.00
0.00

TAX Customer Claims Government Exemption

0.00



Please send invoice copy or refer to invoice number **2500697793** and remit **6,983.60**
Please pay on this invoice. No statement will be issued. **CERTIFIED**

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

EL PASO COUNTY PURCHASE ORDER

RECEIVING COPY

P.O. NO. P00816197

80

TO: EL PASO COUNTY AUDITOR
 100 E. SAN ANTONIO - RM 406
 EL PASO, TEXAS 79901



TEXAS
 EEO/APP

REQ. NO. RQ0818133
 PAGE NO. 001
 BUYER: JL
 DELIVERY DATE: 08/11/2008 P.O. DATE: 08/01/2008
 VENDOR NO: V021133
 INDEX: CPDPCAPEQ07
 SUB-OBJECT: 9401
 FOB POINT: DEST
 TERMS: NET 30

INCLUDE P.O. NO.
 ON ALL INVOICES

PUR. AGENT
 PITI VASQUEZ

TO: INFORMATION TECHNOLOGY
 DATA PROCESSING
 100 E. SAN ANTONIO
 RM 403
 EL PASO TX 79901-2421

FROM: HEWLETT PACKARD
 CARE OF DESERT COMMUNICATIONS
 8000 FOOTHILLS BLVD., MS:5578
 ROSEVILLE CA 95747

REMIT TO:
 HEWLETT PACKARD
 CARE OF DESERT COMMUNICATIONS
 8000 FOOTHILLS BLVD., MS:5578
 ROSEVILLE CA 95747

COUNTY TAX ID
 74-6000762

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	1927 00000YO 02 COMPUTER NETWORK-HARDWARE (SPECIFY) DUAL ITANIUM SERVER SOLUTION PER SPECIFICATIONS OF BID 08-064 APPROVED BY COMMISSIONER'S COURT 6-23-08	132,545.4000	132,545.40
	=====>TOTAL:		132,545.40

+++ INCLUDE P.O. NO. ON ALL INVOICES +++

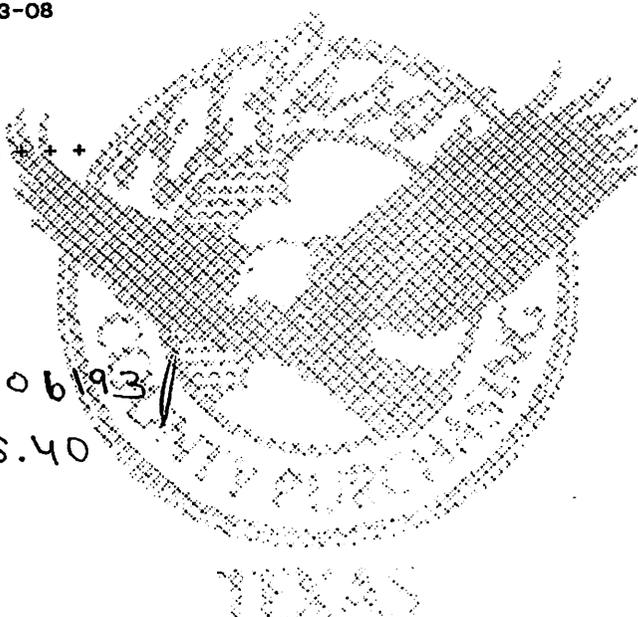
APPROVED

9-15-08

Pay Inv. 2500606193/

for \$132,545.40

Cathy Ruiz





INVOICE 2500606193

REMIT TO: HEWLETT-PACKARD COMPANY 13207 COLLECTIONS CENTER DR. CHICAGO IL 60693	ORDER DATE 08/07/2008	INVOICE DATE 08/11/2008	DUE DATE 09/10/2008	PAYMENT TERMS NT30	HP ORDER NO 26W585885001
	FEDERAL EIN : 94-1081436 CUSTOMER NUMBER: 0500086382 HP-PURCH-AGR: A21H8 SYS HANDLE: NEW SYSTEM				

CUSTOMER PURCHASE ORDER NUMBER
 P00816197

INVOICE TO:

EL PASO COUNTY
 EL PASO COUNTY AUDITOR ROOM 406 / PO#P00816197
 500 E SAN ANTONIO AVE
 EL PASO TX 79901-2419

SPECIAL INSTRUCTIONS:
 PO#P00816197

INQUIRIES TO:
 HEWLETT-PACKARD COMPANY
 COLLECTIONS
 MS5518
 8000 Foothills Blvd
 Roseville CA 95747
 Phone (800) 209-9620

SUMMARY:
 ITEMS TOTAL: 140,708.40
 DISCOUNT: 8,163.00
 INVOICE SUB-TOTAL: 132,545.40
 SHIPPING & HANDLING: 0.00
 TAX(SEE DESCRIPTION BELOW): 0.00
 INVOICE TOTAL: 132,545.40

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
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BEGIN OF SECTION 001

SHIP TO:

El Paso County
 500 E San Antonio Ave
 El Paso TX 79901-2419
 Data Processing Room 403 / David Garcia

AUG 18 2008

0100	AB463A	HP rx3600 Base System One Processor	2	EA	0.00	0.00
		SERIAL # USE4832NKA BOX # X452-0883P				
		SERIAL # USE4832NKB BOX # X452-0883Q				
	OPTION#260	260 - rx3600 W/1.67GHz MVX CPU	2	EA	10,500.00	21,000.00
	72	Special Disc \$	2	EA	840.00-	1,680.00-
		Discount for 0100 (15.0%)				3,150.00-
		Price for 0100				16,170.00
		Sales/use Tax for 0100			0.00	

Shipped Via : WWAT03
 Ship date : 08/11/2008 B/L Number : HOU-580590

0101	AD295A	HP Integrity IO Backplane	2	EA	0.00	0.00
		SERIAL # SGH482071N BOX # X452-0883P				
		SERIAL # SGH48237DY BOX # X452-0883Q				
	OPTION#100	100-PCI-X 2 Backplane	2	EA	1,000.00	2,000.00
	72	Special Disc \$	2	EA	180.00-	360.00-
		Discount for 0101 (5.0%)				100.00-
		Price for 0101				1,540.00
		Sales/use Tax for 0101			0.00	

Shipped Via : WWAT03
 Ship date : 08/11/2008 B/L Number : HOU-580590

0102	AB036B	HP rx36xx/66xx Internal SAS Contrl Card	2	EA	0.00	0.00
		SERIAL # P040601208 BOX # X452-0883P				

Please send invoice copy or refer to invoice number **2500606193**
 Please pay on this invoice. No statement will be issued.

Continued ORIGINAL



INVOICE 2500606193

REMIT TO: HEWLETT-PACKARD COMPANY 13207 COLLECTIONS CENTER DR. CHICAGO IL 60693	ORDER DATE 08/07/2008	INVOICE DATE 08/11/2008	DUE DATE 09/10/2008	PAYMENT TERMS NT30	HP ORDER NO 26W585885001
	CUSTOMER PURCHASE ORDER NUMBER P00816197				

FEDERAL EIN : 94-1081436
 CUSTOMER NUMBER: 0500086382
 HP-PURCH-AGR: A21H8 SYS HANDLE: NEW SYSTEM

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
		SERIAL # P050121208 BOX # X452-0883Q				
	OPTION#006	HP_AB036B_006	2	EA	0.00	0.00
		Discount for 0102 (15.0%)				0.00
		Price for 0102				0.00
		Sales/use Tax for 0102			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0103	AB564A	HP rx3600 4GB DDR2 Memory Quad	12	EA	1,947.00	23,364.00
	72	Special Disc \$	12	EA	155.76-	1,869.12-
	OPTION#0D1	0D1-Factory integrated	12	EA	0.00	0.00
		Discount for 0103 (15.0%)				3,504.60-
		Price for 0103				17,990.28
		Sales/use Tax for 0103			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
						AUG 18 2008
0104	AD125A	HP rx3600 24 DIMM Carrier Board	2	EA	2,045.00	4,090.00
		SERIAL # TH808C0172 BOX # X452-0883P				
		SERIAL # TH821C0083 BOX # X452-0883Q				
	72	Special Disc \$	2	EA	163.60-	327.20-
	OPTION#0D1	0D1-Factory integrated	2	EA	0.00	0.00
		Discount for 0104 (15.0%)				613.50-
		Price for 0104				3,149.30
		Sales/use Tax for 0104			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0105	AD333A	HP Integrity 146GB 10k SAS Drive	6	EA	497.00	2,982.00
		SERIAL # PHH830V9FT BOX # X452-0883P				
		SERIAL # PHH830V9FU BOX # X452-0883P				
		SERIAL # PHH830V9FV BOX # X452-0883P				
		SERIAL # PHH830V9FP BOX # X452-0883Q				
		SERIAL # PHH830V9FR BOX # X452-0883Q				
		SERIAL # PHH830V9FS BOX # X452-0883Q				
	72	Special Disc \$	6	EA	64.61-	387.66-
	OPTION#0D1	0D1-Factory integrated	6	EA	0.00	0.00

Please send invoice copy or refer to invoice number **2500606193**
 Please pay on this invoice. No statement will be issued.

Continued
ORIGINAL



INVOICE 2500606193

REMIT TO: HEWLETT-PACKARD COMPANY 13207 COLLECTIONS CENTER DR. CHICAGO IL 60693	ORDER DATE 08/07/2008	INVOICE DATE 08/11/2008	DUE DATE 09/10/2008	PAYMENT TERMS NT30	HP ORDER NO 26W585885001
CUSTOMER PURCHASE ORDER NUMBER P00816197	FEDERAL EIN : 94-1081436 CUSTOMER NUMBER: 0500086382 HP-PURCH-AGR: A21H8 SYS HANDLE: NEW SYSTEM				

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
		Discount for 0105 (10.0%)				298.20-
		Price for 0105				2,296.14
		Sales/use Tax for 0105			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0106	AD142A	HP Integrity DVD-ROM Drive	2	EA	230.00	460.00
		SERIAL # ID02473878 BOX # X452-0883P				
		SERIAL # ID02553541 BOX # X452-0883Q				
	72	Special Disc \$	2	EA	18.40-	36.80-
	OPTION#0D1	0D1-Factory integrated	2	EA	0.00	0.00
		Discount for 0106 (15.0%)				69.00-
		Price for 0106				354.20
		Sales/use Tax for 0106			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0107	A7011A	PCI-X 2 port 1000Base-SX Gigabit Adptr	4	EA	1,995.00	7,980.00
		SERIAL # 082B86 BOX # X452-0883P				
		SERIAL # 082DCE BOX # X452-0883P				
		SERIAL # 082AEA BOX # X452-0883Q				
		SERIAL # 082AF0 BOX # X452-0883Q				
	72	Special Disc \$	4	EA	359.10-	1,436.40-
	OPTION#0D1	0D1-Factory integrated	4	EA	0.00	0.00
		Discount for 0107 (5.00%)				399.00-
		Price for 0107				6,144.60
		Sales/use Tax for 0107			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0108	AB378B	HP PCI-X 2.0 1Port 4Gb Fibre Channel HBA	4	EA	2,195.00	8,780.00
		SERIAL # JP48191181 BOX # X452-0883P				
		SERIAL # JP48191360 BOX # X452-0883P				
		SERIAL # JP48191334 BOX # X452-0883Q				
		SERIAL # JP48191385 BOX # X452-0883Q				
	72	Special Disc \$	4	EA	395.10-	1,580.40-
	OPTION#0D1	0D1-Factory integrated	4	EA	0.00	0.00

AUG 18 2008

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Continued
ORIGINAL

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.



INVOICE 2500606193

REMIT TO: HEWLETT-PACKARD COMPANY 13207 COLLECTIONS CENTER DR. CHICAGO IL 60693	ORDER DATE 08/07/2008	INVOICE DATE 08/11/2008	DUE DATE 09/10/2008	PAYMENT TERMS NT30	HP ORDER NO 26W585885001
	CUSTOMER PURCHASE ORDER NUMBER P00816197				

FEDERAL EIN : 94-1081436
 CUSTOMER NUMBER: 0500086382
 HP-PURCH-AGR: A21H8 SYS HANDLE: NEW SYSTEM

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
		Discount for 0108 (5.00%)				439.00-
		Price for 0108				6,760.60
		Sales/use Tax for 0108			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0109	AD052A	HP Integrity Redundant Power Supply	2	EA	749.00	1,498.00
		SERIAL # A82610003A BOX # X452-0883P				
		SERIAL # A82610003B BOX # X452-0883Q				
	72	Special Disc \$	2	EA	59.92-	119.84-
	OPTION#0D1	0D1-Factory integrated	2	EA	0.00	0.00
		Discount for 0109 (15.0%)				224.70-
		Price for 0109				1,153.46
		Sales/use Tax for 0109			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
		AUG 18 2008				
0110	AD044A	HP Integrity Upgraded Core I/O with VGA	2	EA	150.00	300.00
		SERIAL # TH9821Y00J BOX # X452-0883P				
		SERIAL # TH9823Y06A BOX # X452-0883Q				
	72	Special Disc \$	2	EA	12.00-	24.00-
	OPTION#0D1	0D1-Factory integrated	2	EA	0.00	0.00
		Discount for 0110 (15.0%)				45.00-
		Price for 0110				231.00
		Sales/use Tax for 0110			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0111	AD301A	HP Integrated Lights-Out (iLO 2)	2	EA	385.00	770.00
	72	Special Disc \$	2	EA	50.05-	100.10-
	OPTION#0D1	0D1-Factory integrated	2	EA	0.00	0.00
		Discount for 0111 (10.0%)				77.00-
		Price for 0111				592.90
		Sales/use Tax for 0111			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				

Please send invoice copy or refer to invoice number **2500606193**
 Please pay on this invoice. No statement will be issued.

Continued
ORIGINAL



invent

PAGE: 5 OF 7

INVOICE 2500606193

REMIT TO: HEWLETT-PACKARD COMPANY 13207 COLLECTIONS CENTER DR. CHICAGO IL 60693	ORDER DATE 08/07/2008	INVOICE DATE 08/11/2008	DUE DATE 09/10/2008	PAYMENT TERMS NT30	HP ORDER NO 26W585885001
CUSTOMER PURCHASE ORDER NUMBER P00816197	FEDERAL EIN : 94-1081436 CUSTOMER NUMBER: 0500086382 HP-PURCH-AGR: A21H8 SYS HANDLE: NEW SYSTEM				

ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
0112	AD053A	HP Integrity Universal Rack Kit	2	EA	150.00	300.00
	72	Special Disc \$	2	EA	12.00-	24.00-
	OPTION#B01	B01-Ship with complete system	2	EA	0.00	0.00
		Discount for 0112 (15.0%)				45.00-
		Price for 0112				231.00
		Sales/use Tax for 0112			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0113	BA490AA	HP-UX 11i v3 HP9000/Integrity EOE Media	2	EA	0.00	0.00
	OPTION#0D1	0D1-Factory integrated	2	EA	199.00	398.00
	72	Special Disc \$	2	EA	15.92-	31.84-
	OPTION#ABA	ABA-U.S. - English localizatio	2	EA	0.00	0.00
	OPTION#AJR	AJR - DVD Media	2	EA	565.00	1,130.00
	72	Special Disc \$	2	EA		90.40-
	OPTION#A53	A53-HP-UX 11i Version 3	2	EA	0.00	0.00
		Discount for 0113 (15.0%)				229.20-
		Price for 0113				1,176.56
		Sales/use Tax for 0113			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0114	BA531AC	HP-UX Integrity EOE w/Sys 2 Proc PCL LTU	4	EA	4,080.00	16,320.00
	72	Special Disc \$	4	EA	326.40-	1,305.60-
		Discount for 0114 (15.0%)				2,448.00-
		Price for 0114				12,566.40
		Sales/use Tax for 0114			0.00	
		Shipped Via : WWAT03				
		Ship date : 08/11/2008 B/L Number : HOU-580590				
0115	T190SCA	HP Serviceguard for HP-UX LTU	2	EA	0.00	0.00
	OPTION#0D1	0D1-Factory integrated	2	EA	0.00	0.00
	OPTION#ABA	ABA-U.S. - English localizatio	2	EA	0.00	0.00
	OPTION#2AH	2AH-Single Processor License	4	EA	1,989.00	7,956.00
	72	Special Disc \$	4	EA	159.12-	636.48-
		Discount for 0115 (15.0%)				1,193.40-

Please send invoice copy or refer to invoice number 2500606193

Please pay on this invoice. No statement will be issued.

Continued
ORIGINAL

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.



INVOICE 2500606193

REMIT TO: HEWLETT-PACKARD COMPANY 13207 COLLECTIONS CENTER DR. CHICAGO IL 60693	ORDER DATE	INVOICE DATE	DUE DATE	PAYMENT TERMS	HP ORDER NO
	08/07/2008	08/11/2008	09/10/2008	NT30	26W585885001
CUSTOMER PURCHASE ORDER NUMBER P00816197	FEDERAL EIN : 94-1081436 CUSTOMER NUMBER: 0500086382 HP-PURCH-AGR: A21H8 SYS HANDLE: NEW SYSTEM				

ITEM	PRODUCT	DESCRIPTION	QTY UM	UNIT PRICE	AMOUNT
0600	HA293A1	MC/ServiceGuard Implementation, HP-UX	1 EA	35,999.34	35,999.34
		Discount for 0600			0.00
		Price for 0600			35,999.34
		Sales/use Tax for 0600		0.00	
		PLUS SHIPPING & HANDLING			0.00
		Sales/use Tax for Shipping & Handling			0.00
		TAX Customer Claims Government Exemption			0.00

AUG 18 2008

APPROVED

9-15-08

P00816197

Pay 132,545.40

Cathy Rice

Please send invoice copy or refer to invoice number **2500606193** and remit **132,545.40**
 Please pay on this invoice. No statement will be issued. **ORIGINAL**

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6,7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

EXHIBIT "E"

**INTERLOCAL AGREEMENT FOR THE
TRANSFER OF "JIMS" MUNICIPAL COURT
HARDWARE AND SOFTWARE TO THE CITY**

EL PASO COUNTY AUDITOR
 500 E SAN ANTONIO - RM 406
 EL PASO, TEXAS 79901

EL PASO COUNTY PURCHASE ORDER



TEXAS
 EEO/APP

REG. NO. RQ0304792
 PAGE NO. 001
 BUYER: JG
 DELIVERY DATE: 02/13/2003 P.O. DATE: 01/30/2003
 VENDOR NO: 840969306
 INDEX: CPCNTYCAPIMP
 SUB-OBJECT: 9302
 FOB POINT: DEST
 TERMS:

INCLUDE P.O. NO.
 ON ALL INVOICES

COMPLETED

PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

SHIP TO:
 CATHY RICE/ITD
 PURCHASING/RECEIVING
 500 E. SAN ANTONIO RM L112
 EL PASO TX 79901-2420

ORDER FROM:
 FITZGERALD & LONG INC.
 12341 E. CORNELL AVE.
 #18
 AURORA CO 80014-3323

REMIT TO:
 FITZGERALD & LONG INC.
 12341 E. CORNELL AVE.
 #18
 AURORA CO 80014-3323

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
1.00 EA	1932 00000Y8 30 COMPUTER SOFTWARE-LICENSE FAST C/S FOR UNIVERSE AND UNIDATA SOFTWARE VENDOR: FITZGERALD & LONG, INC. 12341 E. CORNELL AVENUE, #18 AURORA, CO 80014-3323 303-755-1102, FAX 303-755-1703 TAX ID #84-0969306	4,790.0000	4,790.00
	=====>TOTAL:		4,790.00

APPROVED

2-6-03
Inv. 45466-03
pay 4,790
Cathy Rice



FITZGERALD & LONG

12341 EAST CORNELL AVENUE #18
AURORA, COLORADO 80014-3323
e-mail: info@fitzlong.com
web: www.fitzlong.com
(303) 755-1102 FAX (303) 755-1703

INVOICE #45466-03

DATE: February 3, 2003

El Paso County
Attn: Dan Pendergrass
500 E. San Antonio, Ste. 403
El Paso, TX 79901

P.O. No. P00306463

TERMS: Net 14 Days

DESCRIPTION	PRICE
45466 - FAST c/s for HP rp5470, 787 users	\$4,790.00
Total Due -	\$4,790.00

This is an original invoice - no duplicates will be sent.
Please approve for payment and forward to the
appropriate accounting department.

APPROVED

2-6-03
P00306463
pay 4,790
Cathy Rice

Thank You

FAST SOFTWARE LICENSE AGREEMENT

This Agreement between Fitzgerald & Long, Inc. ("Fitzgerald and Long") and **El Paso County** ("Licensee") governs the use of FAST software and documentation.

FAST has been independently developed after a great deal of time, effort and expense and constitutes a valuable proprietary product, solely owned by Fitzgerald and Long. The result is a software product of unique logic and coherence which contains novel algorithms. FAST includes trade secrets not generally known in the software industry. The Licensee shall not attempt to produce the source code or attempt to discover algorithms proprietary to Fitzgerald and Long by any means, whether they be by Decompilation, Reverse Assembling, Disk/Memory Debugging or other methods.

Licensee is hereby granted a non-exclusive license to use FAST for the **HP-UX** operating system and **UniVerse** database on its computer system, Manufacturer **HP**, model **rp5470**, Database serial # **VAA#J064010** of (the "computer"), installed at **500 E. San Antonio, Suite 403, El Paso, Texas 79901** (the "location").

Licensee shall not use FAST software and documentation with any other computer or at any other location without the prior express written consent of Fitzgerald and Long.

The terms of this license shall commence upon the delivery of FAST to Licensee and shall remain in force perpetually so long as Licensee performs herein as provided or until Licensee shall cease to use the computer.

Fitzgerald and Long make no warranties, either express or implied, including, without limitations, implied warranties of merchantability and fitness for a particular purpose.

Licensee agrees not to disclose or reproduce FAST software, except for normal backup. Licensee agrees not to disclose or reproduce FAST documentation, except to Licensee's authorized employees on a "need to know" basis in connection with the ordinary performance of their duties. Title to FAST software and documentation does not pass to Licensee.

Licensee agrees not to assign, sublease or otherwise transfer FAST or its right therein without Fitzgerald and Long's prior written consent and the execution of a new License Agreement. If Licensee sells or otherwise transfers the computer without the FAST software and documentation, Licensee shall destroy all machine or human readable copies of the FAST software and documentation in its possession.

Licensee agrees that it shall cause its employees having access to FAST materials not to disclose or transfer to others, or reproduce FAST software (except for normal backup) and documentation, and shall effect such other security measures as may be necessary to prevent disclosure.

The mailing address of Licensee for FAST software, documentation, revisions and notices is:

Company **El Paso County**
Address **500 E.San Antonio, Suite 403**
Address (cont'd)
City, State, Zip/Postal Code **El Paso, TX 79901**
Country

In the event Licensee does not abide by the provisions of this Agreement, Fitzgerald and Long might suffer irreparable harm and substantial damage. Without limiting any other available legal remedy, Fitzgerald and Long may commence a legal proceeding to obtain specific performance or other equitable relief. Licensee agrees to indemnify and hold harmless Fitzgerald and Long from and against any and all damages, claims and losses arising in connection with the use, disclosure, reproduction or transfer of FAST software and

documentation contrary to the provisions of this Agreement.

This Agreement shall be governed by the laws of Colorado. Fitzgerald and Long shall be entitled to recover reasonable attorney's fees and court costs in connection with proceeding to enforce the terms of this Agreement.

Informix products, uniVerse and UniData, contain date handling functions that, if used consistently, will provide customers with the necessary support for proper date manipulation well beyond the Year 2000. FAST uses these internal date handling functions supplied by Informix Software, Inc. FAST, uniVerse, and UniData are dependent upon Y2K compliance of both your version of Microsoft Windows™ and your UNIX release.

FAST SOFTWARE MAINTENANCE AGREEMENT

For consideration of the scheduled annual maintenance fee, renewable yearly, Fitzgerald & Long, Inc. ("Fitzgerald and Long") shall provide the following services to **El Paso County** ("Licensee"):

1. Fitzgerald and Long will warrant that the software package known as FAST will function as documented in the "FAST User's Guide" on all standard uniVerse and UniData releases maintained by Informix Software, Inc., and installed on the Licensee's computer for which FAST is licensed. Fitzgerald and Long will make any programming modifications necessary to comply with this warranty at no charge to Licensee.
2. Fitzgerald and Long will provide to the Licensee any generally incorporated enhancements to FAST, at no charge to Licensee.
3. Fitzgerald and Long will furnish Licensee with any generally incorporated documentation changes or additions which relate to FAST.
4. Should Fitzgerald and Long become unable, for any reason, to fulfill the commitments of this maintenance agreement, the Licensee will be furnished with the source code for the version of FAST being currently operated on Licensee's computer.

Your software will be licensed and generated using the information below:

Computer	HP rp5470
uname	HP-UX co-jdb1 B.11.11 U 9000/800 1194414686 unlimited-user license
UniVerse release, serial #, # of users	9.6 , VAA#J064010 , 787

For Fitzgerald & Long, Inc.

For El Paso County

By _____

By [Signature]

Title _____

Title Financial Applications Manager

Date _____

Date 2/3/03

Fitzgerald & Long, Inc. • 12341 E. Cornell Avenue, #18, Aurora, Colorado 80014-3323
Phone: (303) 755-1102 • FAX: (303) 755-1703 • www.fitzlong.com • info@fitzlong.com

Dan Pendergrass

From: Bee Fiore [bee@fitzlong.com]
Sent: Monday, December 09, 2002 3:46 PM
To: Dan Pendergrass
Subject: RE: El Paso County
Importance: High

Dan,
That's easy, our Federal Tax ID is 84-0969306. Let me know if you need anything else.

Thanks,
Bee

-----Original Message-----

From: Dan Pendergrass [mailto:DPendergrass@co.el-paso.tx.us]
Sent: Monday, December 09, 2002 3:38 PM
To: bee@fitzlong.com
Subject: El Paso County

Bee,

I am working with Bob Tustin to order FAST. I need your tax id number in order to create a PO.

Thanks,
Dan Pendergrass
Internet Applications Manager
El Paso County
(915)546-2041

FAST c/s Pricing - UNIX and NT

(US Dollars)

FAST c/s is available for the UniVerse and UniData, UNIX and NT environments. The price of FAST is based on the number of database users licensed for each system. Maintenance is paid in advance and billed annually. The initial license price includes software, support and documentation.

TIER	1	2	3	4	5	6
Number of Users	1 - 8	9 - 32	33 - 100	101 - 170	171 and Above	Multiple Site License
License Price	\$ 1360	\$ 2415	\$ 3205	\$ 4000	\$ 4790	\$ 17,710
Maintenance	345	470	565	660	755	2,300
Total Cost	\$ 1705	\$ 2885	\$ 3770	\$ 4660	\$ 5545	\$ 20,010

Refunds: if our products do not perform as represented in our User Guide to your complete satisfaction, we will refund the purchase price. Refunds within two months of installation are for the full price. Refunds between two and twelve months after installation are prorated.

Maintenance Plan: allows you access to the most current releases of our software at no additional charge, keeping you up-to-date with the latest changes in platform software. We do NOT charge "re-licensing" fees for hardware upgrades or for migration to other supported platforms. Maintenance fees are "locked in" to the *original dollar amount* within the same pricing tier, as long as the number of licensed users remains the same and the plan is kept current. Annual maintenance covers all upgrades to the software and documentation.

Transfers: as long as maintenance is kept current, there will be no additional charge for transferring FAST to a new system. We ask our customers to keep us advised of any changes in their number of licensed users to ensure the correct billing amount for their following year's maintenance which will be in accordance with the prices in effect at the time of renewal.

Installation and Training at the customer site is additional: in-person installation along with a thorough "hands-on" training session at your site by one of the authors of the product is available for the additional cost of \$2000, which includes all travel and expenses in North America. This training is conducted on site so that all questions or unique issues will be resolved while we are face-to-face. Training includes an in-depth understanding of file structure, file maintenance and fine tuning.

Consulting Services: \$150 per hour (*only in relation to FAST; e.g. installation of new release, repair of damaged files, assistance in set up*)

TERMS: Net 14 Days. Prices are subject to change without notice, please call for current pricing.

Effective: January 1, 2000

Fitzgerald & Long, Inc. ♦ 12341 E. Cornell Ave., #18, Aurora, CO 80014-3323

Phone: 303-755-1102 ♦ FAX: 303-755-1703 ♦ Email: info@fitzlong.com

We invite you to visit our Web site at: www.fitzlong.com

EL PASO COUNTY PURCHASE ORDER

VOICE TO:
 COUNTY AUDITORS OFFICE
 E. OVERLAND
 06
 ASO

RECEIVING COPY
 RQ1304663
 001
 PLG

P. O. NO. PO1305493
 INCLUDE P. O. NO. ON ALL INVOICES



13

REQ. NO. RQ1304663
 PAGE NO. 001
 BUYER: PLG
 DELIVERY DATE: 02/28/2013 P. O. DATE: 02/13/2013
 VENDOR NO: VO10624
 INDEX: CDP
 SUB-OBJECT: 6304
 FOB POINT: DEST
 TERMS: NET 30

AA
 PUR. AGENT
 PITI VASQUEZ

COUNTY TAX ID
 74-6000762

TX 79901-2407

TX 79901-2421

SHIP TO:
 ATHY RICE
 DATA PROCESSING
 00 E. OVERLAND
 M 400
 L PASO

ORDER FROM:

FITZGERALD & LONG INC.
 2341 E. CORNELL AVE.
 #18
 AURORA

REMIT TO:

FITZGERALD & LONG INC.
 12341 E. CORNELL AVE.
 #18
 AURORA

CO 80014-3323

CO 80014-3323

QUANTITY/UNIT	COMMODITY DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	1932 00000YO O2 COMPUTER SOFTWARE MAINTENANCE (SPECIFY) 45466 - FAST C/S FOR UNIVERSE UNIX ANNUAL RENEWAL 02-28-13 TO 02-28-14 INVOICE #14274	755.0000	755.00
=====>TOTAL:			755.00

+ + + INCLUDE P. O. NO. ON ALL INVOICES + + +

APPROVED

2/19/2013
INV # 14274
pay 755.00
County Clerk

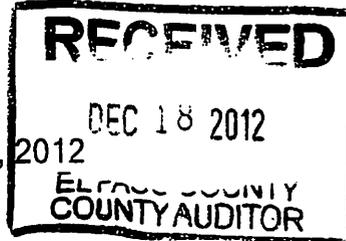


RQ1304663

INVOICE #14274

Fitzgerald & Long, Inc.

P. O. Box 440476
Aurora, Colorado 80044-0476
(303) 755-1102 (303) 755-1703 Fax
www.fitzlong.com



DATE: December 12, 2012

El Paso County
Attn: Ms. Cathy Rice
500 E. San Antonio
Suite 403
El Paso, TX 79901

*Pls prepare
for PMNT 12/27/12
LR*

PAYMENT DUE: February 28, 2013

DESCRIPTION	PRICE
45466 - FAST c/s for Universe/UNIX annual software maintenance thru 2/28/2014	\$755.00

Total Amount Due -	\$755.00

❖ ***** Please note our NEW ADDRESS and update your records *****

❖ *All upgrades to our software are available to active maintenance customers at no additional charge.*

❖ *If you have questions please contact Peggy Long at (303) 755-1102 or email info@fitzlong.com.*

APPROVED

2-19-13

Pay \$755 of RQ1305493

Cathy Rice

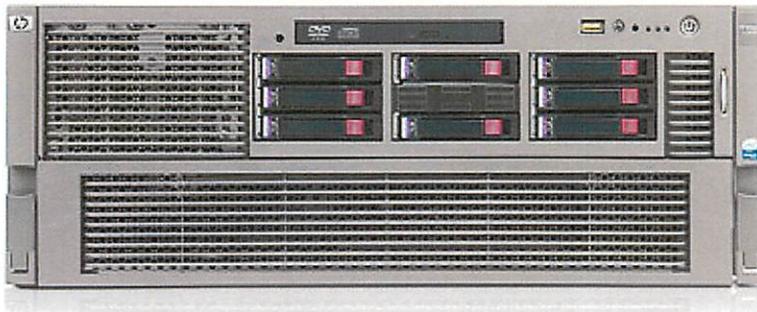
EXHIBIT "F"

INTERLOCAL AGREEMENT FOR THE TRANSFER OF "JIMS" MUNICIPAL COURT HARDWARE AND SOFTWARE TO THE CITY

JIMS BACKUP POLICY

JIMS

HP Integrity rx3600



The Current JIMS system consists of a server attached to a fiber storage system.

The server is an HP Integrity rx3600 with County bar code: 138915, and HP product number AB463A with a HP serial number: USE4832NKA. HP Integrity rx3600 server supports two dual-core Itanium 2 processors in a compact, expandable 4U EIA enclosure. The County Integrity rx3600 holds 24 GB of RAM and eight 2.5-inch hot-pluggable SAS disk drives. There are ten PCI-X I/O slots of which two are reserved for core I/O cards, this server is running HPUX version 11.31.

EVA Storage

The server is attached to fiber storage on an HP EVA6300 disk array residing on the County's data storage array. This data is duplicated to the POD's County data storage array as well for redundancy.

There are currently 2 drives that are setup on the data storage array (Table 1.)

Table 1. Drives associated with the JIMS System located on the County Storage Array EVA 6300.

Name	Size on EVA6300 at MDR	Size on EVA6300 at POD
Datadrive	802GB	802GB
Imagedrive	1.7 TB	1.7 TB

Backup System

The backup system that currently performs the backup of the data on the JIMS System is located at the MDR data center and is comprised of a total of 5 servers. These servers include 2 disk servers, 1 tape server, 1 Storage array, and 1 tape drive system, running Veritas Netbackup by Symantec Version 6.5.4.

When the backup is first started, the control server a Dell PowerEdge 2650 is first initiated, this server controls the schedule for the backups which are shown in table 2.

Table 2. Schedule for JIMS backup system

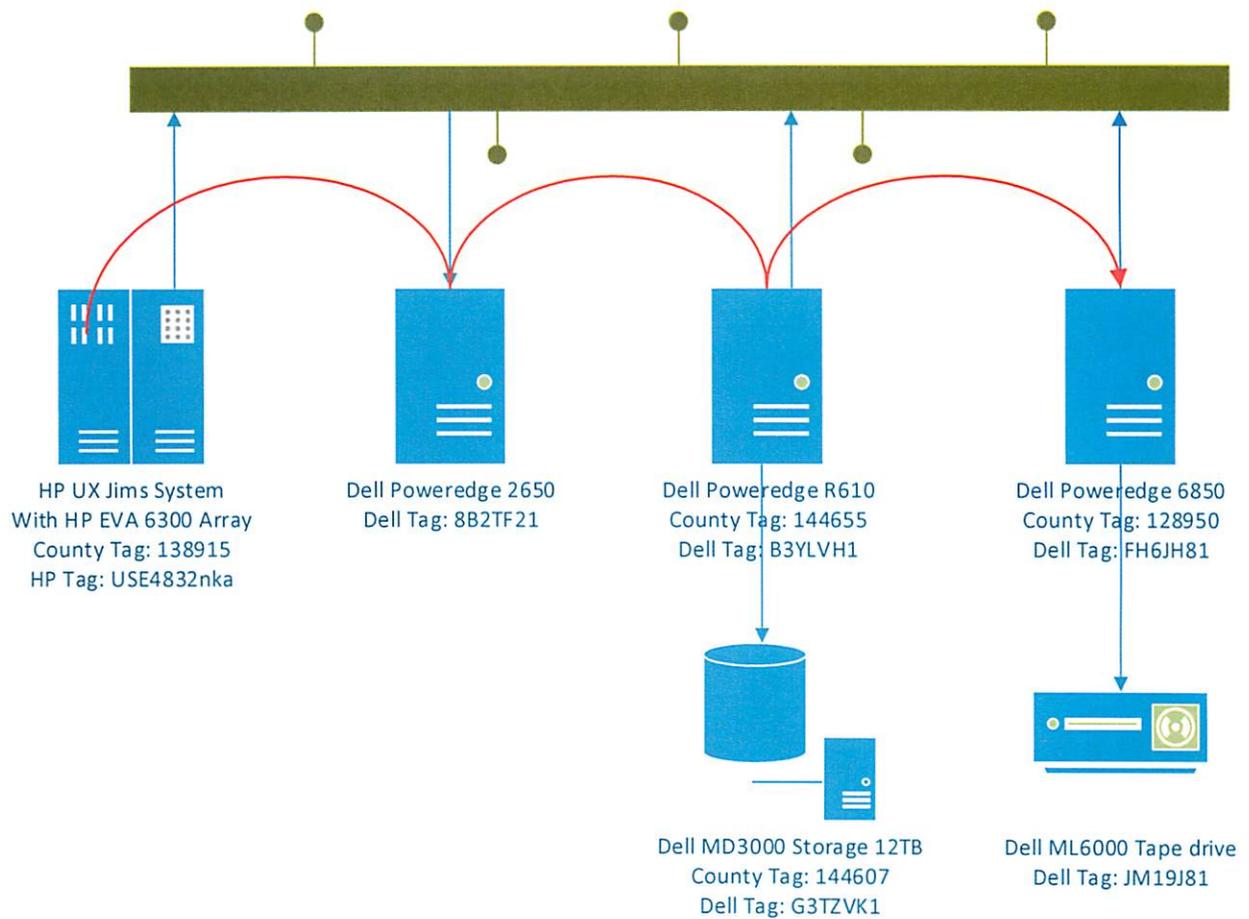
Day	Start Time	Type of Backup	Retention
Monday	8:00:00 PM	Cumulative Incremental Backup	9 month
Tuesday	8:00:00 PM	Cumulative Incremental Backup	9 month
Wednesday	8:00:00 PM	Cumulative Incremental Backup	9 month
Thursday	8:00:00 PM	Cumulative Incremental Backup	9 month
Friday	8:00:00 PM	Full Backup	1 Year

When the backup is initiated at 8:00 PM, a Dell PowerEdge R610 attaches to the MD3000 12TB array where a snapshot of the JIMS drives are taken and stored in digital format.

When the 12TB array is at the 76% fill mark an automatic move is initiated through the third server being a Dell PowerEdge 6850 which then moves the data from the array onto the tape drive system (Dell ML6000).

The Tapes used are the LTO-4 Ultrium Model C7974A which can hold up to 1.6TB of data. Currently the tape administrator is rotating 10 tapes a week to keep the library free for move from digital to tape.

The following Visio illustrates the path the current backup takes to go from the HP JIMS System to the digital drive and then to tape.



Graph 1. Visio of Backup system process for Jims