COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145776
PAGE 1 OF 9
DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF AMENDMENT NO. 1 - RFP NO. F2025129 - ANNUAL CONTRACT FOR NOTARY FRAUD ALERT SOFTWARE AND MAINTENANCE - COUNTY CLERK'S OFFICE - FIDLAR TECHNOLOGIES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Amendment No. 1 for RFP No. F2025129, Annual Contract for Notary Fraud Alert Software and Maintenance, for the County Clerk's Office, with Fidlar Technologies.

BACKGROUND

On May 20, 2025, the Commissioners Court, through Court Order #145265, awarded RFP No. F2025129, Annual Contract for Notary Fraud Alert Software and Maintenance, for the County Clerk's Office, to Fidlar Technologies.

Amendment No. 1 is to reduce the total contract value due to Fidlar Technologies' failure to deliver the full suite of marketing services, including roll-out and beta testing. Amendment No. 1 reflects a mutually agreed price reduction to account for these deficiencies and aligns the contract with actual deliverables provided.

Amendment No. 1 is attached for approval and signature. The District Attorney's Office reviewed Amendment No. 1 as to form.

FISCAL IMPACT

Amendment No. 1 results in a reduction in contract value.

SUBMITTED BY	Purchasing	PREPARED BY:	Dallas Arter
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

PROFESSIONAL SERVICES AGREEMENT-FIRST AMENDMENT TO ADDENDUM 1 OF THE PROFESSIONAL SERVICES AGREEMENT FOR "RFP 2025129: Annual Contract for Notary Fraud Alert Software and Maintenance"

The following language from the Professional Services Agreement ("PSA") included in Paragraph 5 "NFA Service Fees" is hereby deleted:

> "One-Time charge for NFA licensing, set-up and collateral materials: $100,000.00 – 50% ($50,000) Due upon signing and 50% ($50,000) due upon completion of User Acceptance.

and replaced with:

> "One-Time charge for NFA licensing, set-up and collateral materials: $50,000.00 – 50% ($25,000) Due upon signing and 50% ($25,000) due upon completion of User Acceptance."

All other terms and conditions of the PSA remain unchanged.

CSS

BY: Alex Riggen

NAME: Alex Riggen

TITLE: President

DATE: 7/17/25

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT

STATE OF TEXAS

_____

Tim O'Hare
County Judge

APPROVED AS TO FORM:

_____
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF $_____

_____ Date: _____
Auditor

NOTARY
FRAUD ALERT



statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

NFA Termination:

The license granted under this agreement, with regard to the software, may be terminated by either party for material failure to comply with terms and conditions of this agreement or as a matter of convenience, upon written notice of Thirty (30) days. The term of this agreement is One-Year with two (2) optional Twelve (12) month periods. The Agreement will auto renew for successive one-year terms unless terminated by either party with 30 day written notice. Following the initial three-year period, the annual maintenance and support rate will increase at a rate of 3% year over year. The parties acknowledge and agree that Tarrant County is a governmental entity subject to yearly funding limitations and Vendor agrees County may terminate this Agreement during any future fiscal years in which funding is not allocated by the Commissioner's Court for services/products covered under this Agreement.

NFA Service Fees:

One-Time charge for NFA licensing, set-up and collateral materials: $100,000.00

- 50% ($50,000) Due upon signing and 50% ($50,000) due upon completion of User Acceptance

Annual Maintenance and Support (Fixed for three (3) years): $25,000.00

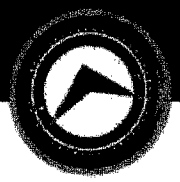
- Due upon live date

Annual support includes the NFA services described herein and in Addendum A.

Ad-Hoc Professional Services and Development $150 per Labor Hour
Services not to Exceed $150,000 during the period of this agreement

Payment of the 50% Balance total fees for services rendered by Fidlar Technologies shall be due upon completion of User Acceptance Testing (UAT) and receipt of written approval from the County. Fidlar will provide written notice to the County when UAT is complete. Upon receipt of this notice, the County shall have five (5) business days to provide written approval (via email is acceptable) confirming that the services have performed to the County's satisfaction. The County may only reject the deliverables if they fail to materially conform to the agreed upon specifications set forth in the Statement of Work (SOW). If the county does not provide written approval or documented concerns regarding the services within this timeframe, the services shall be deemed accepted by the County. All payments are due according to the Texas Prompt Payment Act, upon County's written approval.

NOTARY
FRAUD ALERT



statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

NFA Termination:

The license granted under this agreement, with regard to the software, may be terminated by either party for material failure to comply with terms and conditions of this agreement or as a matter of convenience, upon written notice of Thirty (30) days. The term of this agreement is One-Year with two (2) optional Twelve (12) month periods. The Agreement will auto renew for successive one-year terms unless terminated by either party with 30 day written notice. Following the initial three-year period, the annual maintenance and support rate will increase at a rate of 3% year over year. The parties acknowledge and agree that Tarrant County is a governmental entity subject to yearly funding limitations and Vendor agrees County may terminate this Agreement during any future fiscal years in which funding is not allocated by the Commissioner's Court for services/products covered under this Agreement.

NFA Service Fees:

One-Time charge for NFA licensing, set-up and collateral materials: $100,000.00

- 50% ($50,000) Due upon signing and 50% ($50,000) due upon completion of User Acceptance

Annual Maintenance and Support (Fixed for three (3) years): $25,000.00

- Due upon live date

Annual support includes the NFA services described herein and in Addendum A.

Ad-Hoc Professional Services and Development $150 per Labor Hour
Services not to Exceed $150,000 during the period of this agreement

Payment of the 50% Balance total fees for services rendered by Fidlar Technologies shall be due upon completion of User Acceptance Testing (UAT) and receipt of written approval from the County. Fidlar will provide written notice to the County when UAT is complete. Upon receipt of this notice, the County shall have five (5) business days to provide written approval (via email is acceptable) confirming that the services have performed to the County's satisfaction. The County may only reject the deliverables if they fail to materially conform to the agreed upon specifications set forth in the Statement of Work (SOW). If the county does not provide written approval or documented concerns regarding the services within this timeframe, the services shall be deemed accepted by the County. All payments are due according to the Texas Prompt Payment Act, upon County's written approval.

NOTARY
FRAUD ALERT

Exhibit A

Project Plan:

Tarrant County, TX Notary Fraud Alert Project					
Step	Task	Assigned To	Start	End	Duration
	Notary Fraud Alert Implementation				
1	Project Kick-Off & Introductions	Fidlar Project Management / Tarrant Team	20-May	20-May	45 Minutes
2	Sample Export Delivery	Tarrant OPR Team	21-May	23-May	Two Days
3	Fidlar Creation of Custom Script for Export Review	Fidlar Development Team	23-May	30-May	One Week
4	Completion and Proof of Custom Registration Page	Fidlar Project Management	23-May	30-May	One Week
5	Completion and Proof of Custom Marketing Materials	Fidlar Marketing	23-May	6-Jun	Two Weeks
6	Completion and Proof of Custom Press Kit	Fidlar Marketing Team	23-May	6-Jun	Two Weeks
7	County Training	Fidlar Project Management / Tarrant Team	9-Jun	13-Jun	One Hour
8	Site Deployment and Initial Data Uploads	Fidlar Project Management / Tarrant Team	16-Jun		
9	User Acceptance & Testing	Fidlar Project Management / Tarrant Team	16-Jun	20-Jun	One Week
10	Official Go Live	Fidlar Project Management / Tarrant Team	23-Jun		
11	Marketing & Press Launch	Fidlar Project Management / Tarrant Team	16-Jun		

*Project plan dates are for illustration of proposed timeline for project completion and may be subject to change.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Amendment No. 1 - RFP No. F2025129 - Annual Contract for Notary Fraud Alert Software and Maintenance - County Clerk's Office - Fidlar Technologies

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****