

**Rolando.Flores**

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**From:** Juan.Tapia@hidalgo.org  
**Sent:** Wednesday, March 26, 2008 5:26 PM  
**To:** Rolando.Flores  
**Subject:** Re: Bid no. 08-092-03-19-rol maintenance to Mech./Elec. system

Roli  
Please route through CC for approval to award to a sole bidder, Thanks JMT

"Rolando.Flores"  
<Rolando.Flores@co.hidalgo.tx.us>

To <Juan.Tapia@hidalgo.org>, <rozuna@hidalgo.org>  
cc <AMartinez@hidalgo.org>

03/19/2008 11:06 AM

bcc  
Subject Bid no. 08-092-03-19-rol maintenance to electronic system

**Here are the results for the reference bid. Please review and submit your recommendation by no later than Monday, March 24, 2008. Thanks in advance.**

Rolando Roli Flores  
Hidalgo County Purchasing Department  
Physical 2802 South Business Hwy.281  
Postal/Mailing 2812 South Business Hwy.281  
Edinburg Tx. 78539  
Office(956)292-7000 Ext.4855  
Fax (956) 318-2629 or (956)292-7612  
[attachment "scanned response from vendor.pdf" deleted by Juan Tapia/HCSO] [attachment "APPROVAL OF BID FORM.wpd" deleted by Juan Tapia/HCSO]

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE: MARCH 19, 2008                      BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY SHERIFF'S OFFICE-  
SERVICE AND MAINTENANCE TO THE ADULT ELECTRONICS SYSTEM"**

**BID NO.: 08-092-03-19-rol**

<b>NAME OF VENDOR: COMPANY/FIRM</b>	<b>BID REQUEST *VIA</b>	<b>SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT</b>	<b>DATE</b>	<b>ADDRESS &amp; PHONE NO</b>
1. Secure Control	Email		3/7/08	
2. ISI Detention Contracting	Email		3/7/08	
3. CCC Group Inc.	Email		3/7/08	
4. Wunderlich Malec	Email		3/7/08	
5. Systech	Email		3/7/08	
6. Metro Plex Control Systems	Email		3/7/08	
7.				
8.				
9.				
10.				
11.				

**\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)  
E-MAIL (EM)  
FACSIMILE (FAX)**

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE**

**BID OPENING DATE: MARCH 19, 2008**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM "**

**BID NO: 08-092-03-19-rol**

**BUYER: ROLI FLORES**

<b>BID # RFB#</b>	<b>NAME OF COMPANY</b>		<b>ACKNOWLEDGEMENT</b>	<b>BID BOND</b>
#1	Secure Control Systems		<b>YES SOLE BIDDER</b>	
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				

# EXHIBIT "A"

## HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEMS" RFB NO: 08-092-03-19-rol

### SPECIFICATIONS

#### Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking to contract with a qualified bidder to conduct "MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS AND MECHANICAL SYSTEM" on an "As Needed Basis" including, but not limited to, the following:

#### Requirements, Terms & Conditions

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1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
2. HIDALGO COUNTY HAS THE AUTHORITY TO UTILIZE STATE AWARDED CONTRACTS FROM ITS MEMBERSHIP WITH THEIR EXSISTING OR NEW COOPERATIVES WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.
3. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.
4. A LIST OF A MINIMUM OF THREE (3) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR BID. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:
  - A). COMPANY
  - B). CONTACT PERSON
  - C). PHONE NUMBER
  - D). WORK PREFORMED
  - E).CONTRACT TERM
5. VENDOR SUBMITTING BID WILL USE AUTHORIZED SERVICE TECHNICIANS FOR:
  - A. MANUFACTURED THROUGH MONTGOMERY TECHNOLOGY INCORPORATED HARDWARE AND SOFTWARE:
    1. SYSTEM INTERFACE CONTROL PANEL BOARDS
    2. TOUCH SCREEN MONITOR SYSTEMS
    3. OPENING AND/OR CLOSING JAIL DOOR LOCKING SYSTEM
    4. CAMERAS AND INTERCOM SYSTEMS PROGRAMABLE LOGIC CONTROLLERS
  - B. MANUFACTURED THROUGH SOUTHERN STEEL:
    1. SLIDING DOORS
    2. OPENIN AND/OR CLOSING JAIL DOOR LOCKING SYSTEM
6. VENDORS SUBMITTING BID MUST WARRANTY ALL WORK PERFORMED.

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF CONTRACT TERM (REFER TO EXHIBIT C).
  8. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).
  9. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)
  10. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE COUNTY'S OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.
  11. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS BID FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW BID FOR NEXT CONTRACT TERM.
  12. AWARD OF BID: HIDALGO COUNTY RESERVES THE RIGHT TO: A. SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS BID THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS; B. REJECT ANY OR ALL BIDS SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND C. AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF TH COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.
- A
1. RESPOND TIME UPON CALL ON REGULAR BASIS: \_\_\_\_\_ HOURS  
RESPOND TIME UPON CALL ON EMERGENCY BASIS: \_\_\_\_\_ HOURS
  2. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) \_\_\_\_\_
  3. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: \_\_\_\_\_

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.  
 VENDOR MUST ALSO BE AVAILABLE FOR TROUBLESHOOTING VIA TELEPHONE.  
 PLEASE SUBMIT A RESPOND TIME TO LOCATION AND RESPOND TIME FOR TROUBLESHOOTING.

**ADDITIONAL INFORMATION**

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES, BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS BE ADDRESSED TO, MARTHA L. SALAZAR, CPPB, PURCHASING AGENT, POSTAL/MAILING: 2812 S. BUSINESS HIGHWAY 281, NEW ADMINISTRATION BUILDING, EDINBURG, TEXAS 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, MARCH 12, 2008, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, FRIDAY, MARCH 14, 2008 , BY 5:00 P.M...**

**EXHIBIT "B"**

**HIDALGO COUNTY SHERIFF'S OFFICE  
"SERVICE AND MAINTENANCE TO THE ADULT DETENTION  
ELECTRONICS SYSTEMS"  
RFB NO: 08-092-03-19-rol**

**BID PAGE**

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

**HOURLY RATES:**

**1- MTI ELECTRONIC SYSTEM:**

- A. Technician Hourly Rate \_\_\_\_\_ Normal Business Hours \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M. (please fill in time)
- B. Technician Hourly Rate \_\_\_\_\_ After Hours, Weekends & Holidays \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

**2- SOUTHERN STEEL ELECTRONIC & MECHANICAL SYSTEM:**

- A. Technician Hourly Rate \$95- Normal Business Hours 8 A.M. to 5 P.M.
- B. Technician Hourly Rate \$110- After Hours, Weekends & Holidays 7 A.M. to 11 P.M.
- C. Mark Up (%) Rate for Parts: 15%

D. TROUBLE SHOOTING (PHONE) FEE PER HOUR \$ 50.-

**3-**

- A. RESPOND TIME UPON CALL ON REGULAR BASIS: 24 HOURS
- B. RESPOND TIME UPON CALL ON EMERGENCY BASIS: 12 or less HOURS
- C. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) 4-12 hours (both ways)
- D. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: \$65.00

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.  
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLESHOOTING VIA TELEPHONE.  
PLEASE SUBMIT A RESPOND TIME TO LOCATION AND RESPOND TIME FOR TROUBLESHOOTING.

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: *When the technician leaves*  
PLEASE STATE ALL WARRANTIES: *1 year for the site.*

VENDOR / COMPANY NAME: *Secure Control Systems, LLC*

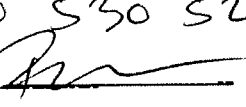
ADDRESS: *2438 Freedom Drive*

CITY/STATE/ZIP CODE: *SA, TX 78217*

PHONE NUMBER: *210-530-5245*

CELLULAR & PAGER NUMBERS: *210-863-5245*

FAX NUMBER: *210 530 5247*

AUTHORIZED SIGNATURE:  PRINTED NAME: *Brian Mikuta* TITLE: *President*

DATE: *3/18/08*

## DRAFT REQUIREMENTS AGREEMENT

C-08-092

THIS AGREEMENT (the "Agreement") is entered into effective as of \_\_\_\_\_ by and between \_\_\_\_\_, a **TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County " \_\_\_\_\_," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in " \_\_\_\_\_" in the areas of **HIDALGO COUNTY** projects for a period of \_\_\_\_\_ from \_\_\_\_\_ with the option to renew for an additional \_\_\_\_\_ (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

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

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

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

If to Buyer:                   Hidalgo County  
  Attention: County Judge  
  100 E. Cano, 2nd Floor  
  Edinburg, Texas 78539

If to Seller:

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

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

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

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

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

- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
  - (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

**APPROVED BY COMMISSIONERS COURT ON, \_\_\_\_\_.**

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P

By:  
Date:

ALGO COUNTY

By: \_\_\_\_\_  
**Juan D. Salinas, III, County Judge**  
Date:

ATTEST:

\_\_\_\_\_  
**Arturo Guajardo, Jr., County Clerk**  
Date:

**Vendor**  
By: \_\_\_\_\_  
Printed Name:  
Title: \_\_\_\_\_  
Date: