

MEMORANDUM

To: Daniel Flores
Buildings and Grounds, Director
via fax: 318-2648
via: daniel.flores@co.hidalgo.tx.us

Attn: Javier Carreon
Buildings and Grounds, Foreman
via: javier.carreon@co.hidalgo.tx.us

From: Oscar Garza
Purchasing Dept.,

Date: May 27, 2008

Re: Bid No. 2008-055-00-00-OGG- Approval of Specifications for **"ELECTRICAL MATERIALS and SUPPLIES"** for Hidalgo County Building and Grounds

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

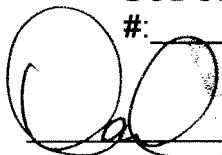
If you have any questions, please call me at (956) 318-2626 ext# 4857.

APPROVE DISAPPROVE

APPROVED WITH MODIFICATIONS

FUNDS AVAILABILITY: Yes / No / Other
(specify) _____

BUDGET # 8-1100-419-40-220-001-0-671 ACCOUNT



Daniel Flores

5/28/08

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,
VIA FAX TO (956) 318-2629 or E-mail: oscarg.garza@co.hidalgo.tx.us or
Sandra.montalvo@co.hidalgo.tx.us no later than **WEDNESDAY, May 28, 2008.****

Enclosures



THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-2008-055-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 200 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for " _____ " of _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

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

3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company

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

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

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners' Court on, _____ day of _____, 200__.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____
By: _____
Printed Name: _____
Title: _____

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

By: _____

EXHIBIT "A"

HIDALGO COUNTY - BUILDING AND GROUNDS

"Electrical Materials and Supplies"

Bid No.: 2008-055-00-00-OGG

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

The requirements parts contract will encompass all services project-related Electrical materials and supplies to the Hidalgo County including, but not limited to, the following:

REQUIREMENTS:

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.
2. Vendor will provide original equipment manufacturer (OEM) parts as requested.
3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
5. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
6. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.
7. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.
2. County will seek the purchase of materials from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.
3. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
4. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement,

Hidalgo County reserves the right to procure the articles from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.
6. Any contract awarded to a successful bidder will be in effect until:
 - (a) The contract expires
 - (b) Delivery acceptance of products and/or performance of services ordered, or
 - (c) Terminated by County with thirty (30) day's written notice prior to cancellation

EXHIBIT "A"

SPECIFICATIONS

Electrical Materials and Supplies

Bid No. 2008-055-00-00-OGG

12/2 w/ground romex wire		10/2 w/ground romex wire
romex connectors straight		romex connectors angle
1/2' emt conduit		3/4" emt conduit
1" emt conduit		1 1/4" emt conduit
1 1/2" emt conduit		2" emt conduit
3" emt conduit		4" emt conduit
1/2' PVC conduit		3/4" pvc conduit
1" pvc conduit		1 1/4" pvc conduit
1 1/2" pvc conduit		2" pvc conduit
3" pvc conduit		3 1/2" pvc conduit
4" pvc conduit		1/2" galvanize conduit
3/4" galv. Conduit		1" galv. Conduit
2" galv. Conduit		1 1/2" galv. Conduit
1/2', 3/4", 1", 1 1/4", 1 1/2", 2", 3", 4" emt connectors straight		
“	“	“ Angle
“	“	“ emt straps 1 hole
“	“	“ pvc straps “
“	“	“ emt staps 2 hole
“	“	“ pvc straps “
“	“	“ emt couplings die case set screw
“	“	“ emt connectors die case set screw “
“	“	“ emt couplings steel case set screw
“	“	“ emt connectors steel case set screw “
“	“	“ emt couplings compressing tight
“	“	“ emt connectors “
“	“	“ Aluminum LB condulets w/cover & gasket
“	“	“ Malleable iron “
“	“	“ Galvanize “
“	“	“ Greenfield flrx connectors straight
“	“	“ “ “ angle
“	“	“ sealtight flex connectors “
“	“	“ “ angle
“	“	“ sealtight
“	“	“ Greenfield

EXHIBIT "A"
SPECIFICATIONS

Electrical Materials and Supplies
Bid No. 2008-055-00-00-OGG

COMPLETE KITS:

1/4 anchor bit	3/8" anchor bits
1/2" "	3/4" "

20 amp toggles switches	20 amp duplex receptacles
15 "	15 "
20 amp gfi duplex receptacle	mc cable 12/2, 12/3, 10/2, 10, 3 w/ Ground
20, 30, 40, 50, 60 amp 1 pole breakers snap on & bolt on	
" 2 "	
" 3 "	
500 mcm thhn wire	#10 thhn wire stranded
350 mcm thhn wire	#12 thhn wire standed and solid
300 "	#8 "
250 "	#6 "
#2 "	#4 "
#3 "	#1 "
120 volt photocells	galvanize spray
100 watt light bulbs	2'x4' lamp lens
" Lamps	2'x2' "
1/4" plastic anchor kit	8", 10", 12" cable ties
Plaster rings	extension rings
Weatherproof covers 1 & 2 gang	4 sq. boxes emt, pvc & cast iron
240v 1 phase load center 30 circuit	120v 1 phase load center 42 circuit
Toggle switch plates	receptacle plates 1 gang
" 2 gang "	" 2 gang

Lo Amp 3 way swithches
 150 Watt/175Watt/150 Watt High Base Bulbs
 4x4 Industrial Covers
 4x4 Industrial Quad outlet covers
 4x4 Industrial Single Pole switch
 4x4 Industrial 2 Pole switch
 4x4 Industrial 1 Device Cover
 20 AMP-Twist Lock Outlets; 30 AMP-Twist Lock Outlet
 20 AMP-Male Adapters (for Outlet)
 20 AMP- Female Adapters