

**MEMORANDUM**

**To:** Guadalupe "Lupe" Trevino  
Sheriff's Office

**Attn:** Juan Tapia, Procurement Specialist

via email: [juan.tapia@hidalgoso.org](mailto:juan.tapia@hidalgoso.org)

**From:** Elena Gomez *W*  
Purchasing Dept., Buyer

**Date:** August 19, 2008

**Re:** Bid No. 2008-288-00-00 MEG Approval of Specifications/Requirements for **HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: \_\_\_ Yes / \_\_\_ No / \_\_\_

*Take off on page 2.  
Letter B - 172*

Other (specify) \_\_\_\_\_

BUDGET ACCOUNT#: 8-1100-423-21-288-002-0-431

<i>[Signature]</i>	<i>Juan Tapia</i>	<i>8-20-08</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: [Elena.gomez@co.hidalgo.tx.us](mailto:Elena.gomez@co.hidalgo.tx.us) no later than WEDNESDAY, AUGUST 20, 2008 by 12:00P.M.**

Enclosures

## EXHIBIT "A"

### HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE AND MAINTENANCE TO THE ADULT DETENTION FACILITY ELECTRONICS SYSTEMS PART 2" RFB NO: 2008-288-00-00 MEG

#### 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 MAINTENANCE SYSTEM PART 2" 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 existing 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 Performed
  - 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 programmable logic controllers

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 unforeseen 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 and best bid for approval**; and **C.** Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.
13. **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already

issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
  
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
  
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
  
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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 I. 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, MONTH 00, 2008, by 5:00 p.m. responses to said inquiries will be sent to all applications via facsimile by no later than, FRIDAY, MONTH 00, 2008 , by 5:00 p.m.**

THE STATE OF TEXAS    §  
                                          §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-08-288-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 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.

DRAFT

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: \_\_\_\_\_