



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: All Department Heads

From: Sandra Montalvo, Buyer *SMA*
Hidalgo County Purchasing Dept.

Date: May 19, 2009

Re: Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,
COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"**

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# 4865.

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

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 9-1405-401-0-00-000-0-000

<i>[Signature]</i> AUTHORIZED SIGNATURE	<i>Sandra Montalvo #125</i> PRINTED NAME DEPARTMENT	<i>5/19/09</i> DATE
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SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Tuesday, May 26, 2009 @ 3:00 p.m.

Enclosures

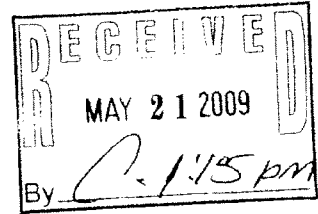
ORIGINAL



PURCHASING DEPARTMENT

County Of Hidalgo

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From: Sandra Montalvo, Buyer *SMA*
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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES NO/ Other

(Specify) _____

BUDGET ACCOUNT #: 9-1100-421-00-291-001-0-432

<i>[Signature]</i>	Chief Deputy Blanca I. Sanchez	HCCP1	5-20-09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 9-1100-441-00-340-001-0-432

	<u>Eduardo Olivares</u>	<u>Health + Human Services</u>	<u>5/20/09</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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County Of Hidalgo

MEMORANDUM

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From: Sandra Montalvo, Buyer *SMA*
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Date: May 19, 2009
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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) *For Installation and Removal of Emergency Equipmantion Unit (Police)*

BUDGET ACCOUNT #: *9-1100-421-00-001-0-432*

<i>[Signature]</i>	<i>Fresh Sanchez</i>	<i>Constable pct 2</i>	<i>5/26/09</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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Enclosures

MEMORANDUM

(FINAL NOTICE)

To: All Department Heads

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: May 19, 2009, June 08, 2009, June 19, 2009

Re: Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,
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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 9.1212.441.00.350.001.9.

<i>Norma Longoria</i>	Norma Longoria	WEC	06/22/09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Tuesday, June 23, 2009 @ 12:00 p.m.

Enclosures

MEMORANDUM

(FINAL NOTICE)

To: All Department Heads

From: Sandra Montalvo, Buyer
Hidalgo County Purchasing Dept.

Date: May 19, 2009, June 08, 2009, June 19, 2009

Re: Bid No. 2009-163-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-
"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,
COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"**

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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 9-1100-421-00-295-001-0-432

	Daniel Marichalar	Constable Det-5	6/23/09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Tuesday, June 23, 2009 @ 12:00 p.m.

Enclosures

RECEIVED
JUN 25 2009
09:14 AM



PURCHASING DEPARTMENT
County Of Hidalgo

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To: All Department Heads
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Hidalgo County Purchasing Dept.
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"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS,
COMPUTERS & OTHER EMERGENCY MISCELLANEOUS EQUIPMENT"**

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

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 9-1100-421-00-293-001-0-432

<i>Eldon Dunn</i>	Eldon Dunn	Constable PCB, 3	7-2-09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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Enclosures

EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS

“REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY
MISCELLANOUS EQUIPMENT”

BID No. 2009-163-08-19-SMA

EXHIBIT "A"
HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"
Bid No.: 2009-163-08-19-SMA
SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County is seeking to contract with a qualified bidder to conduct all "Repairs, Removal and Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment" **on an as needed basis**. But not limited to

SPECIFICATIONS, TERMS AND CONDITIONS:

1. The bid contract will be for mobile radios, computers & other miscellaneous equipment that is currently installed in, or will be installed on County vehicles. This bid will exclude repairs to base radio consoles, tower site repeaters or equipment, or specialty surveillance equipment.
2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract.
3. 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 new contract term.
4. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.
5. Vendors submitting bid should be currently performing repairs, removals and installations for other law enforcement and emergency response agencies.
6. Vendor(s) must use only certified service technicians in performing repairs, installations and/or removals (proof of certification must be submitted with packet).
7. Vendor(s) shall have a covered working area to protect vehicles and equipment against inclement weather and ample space to store property being repaired, removed and/or installed while conducting repairs, installations and removals.
8. Vendor(s) shall be able to refurbish and/or repair any and all non-working overhead light bars, radios, sirens, and emergency miscellaneous equipment unless equipment is beyond repair.
9. Vendor(s) must be able to complete a vehicle installation in two (2) working days and a removal in one (1) working day.
10. Vendor(s) must be able to work on multiple vehicles at one time.
11. Vendor(s) must have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.
12. Vendor(s) must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being repaired, removed and/or installed and the ability to track and document the storage of property.
13. Vendor must have an area to keep vehicles secured for overnight and weekends.
14. Vendor must guarantee work performed.
15. **Vendors must be able to come and conduct repairs, installations and removals at any of the departments' locations on an emergency basis.** If the vendor will charge for a service call for this request, the vendor must include the cost of that service call within this bid.
16. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.
17. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the BIDDER.
18. All charges for repairs, removals and installations' shall be included in the bid price. Unless other-wise stated

EXHIBIT "A"

HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

SPECIFICATIONS

19. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.
20. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. Incomplete submittals shall be considered a probable cause for disqualification.
21. Hidalgo County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, and/or to reject any or all bids.
22. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.
23. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

QUALIFICATIONS/REQUIREMENTS:

1. Vendor shall have been in business (in this field) for a minimum of three (3) years.
2. Vendor must have a service facility within Hidalgo County where all work will be performed.
3. A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for qualification. Information should include, but not limited to the following:
 - a) Company
 - b) Contact Person
 - c) Phone Number
 - d) Work Performed
 - e) Contract Term
4. Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

PART I- REPAIRS

REPAIRS on Mobile two-way Radios, Portable (handheld) two-way radios, Computers and Other Emergency Miscellaneous Equipment installed in Hidalgo County vehicles. (to exclude Sheriff's Office)

The bid contract would be for emergency equipment, mobile radios, computers and other miscellaneous equipment that are currently installed in, or will be installed in Hidalgo County vehicles only. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

Hidalgo County has the following equipment installed in its vehicles.

RADIOS:

Motorola Syntor X	Jensen Line Radios
Motorola Syntor 9000	Midland Line Radios
Motorola Maxtrac	EF Johnson/Johnson Line Radios
Motorola Radies Line Radios	SP-130 Scanning Radio
Vertex Line Radios	QPA-Dual Slot Charger
Motorola Astro Spectra Radio	Ma-Comm Line Radios (mobile & portable)
Motorola XTL 1500 Astro	

EXHIBIT "A"

HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

SPECIFICATIONS

LIGHTBARS:

Code 3 Excalibar Package	Federal Signal Corp Aero Dynic
Whelen Eddge 9004 SL	Federal Signal Corp Street Hawk
Federal Signal Jet Sonic	Code 3 MX 7000
Federal Signal Jet Stream	
Whelen Lightbar 500 Series/Liberty Light Bar LED	

OTHER: Sho-Me Grille Lights, Whelen Strobes, Whelen Cen Com Gold, Whelen siren with PA 295SL100 (equal or better), Whelen Siren Control Head Model 1295 HFRSA (equal or better) Code Three, Motorola Antennas for Radios, Galls Wig Wag Flashers, Galls Strobe Power Supplies & Push Bumpers, various models of LED flashing lights.

PART II- REMOVAL

REMOVAL of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles (to exclude Sheriff's Office)

- **RADIO:** The departments use a variety of radios. Some radios are easier to remove compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

Below is a list of the radios currently installed in our County vehicles.

1. Motorola Syntor (X, 9000, Etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson Line Radios
5. Vertex Line Radios
6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. Sp-130 Scanning Radio
10. QPA-1125 Dual Slot Charger

- **ANTENNAS:** (to include disguise antennas)
- **SIRENS:** 12 volt sirens, to include but not limited to siren speakers mounted under the grill
- **LIGHTBARS:** (to include power cable and control panels)
- **GRILLE LIGHTS:** (halogen, led or strobe)
- **REAR DECK LIGHTS:** (halogen, led or strobe)
- **DASH LIGHTS:** (Either mounted on dash or roof area near sun visor)
- **STROBE OR LED LIGHT INSERTS By Pairs, Front or Back**
- **HALOGEN LIGHT INSERTS By Pairs Front or Back**
- **FUSE PANEL**
- **STROBE POWER SUPPLIES**
- **PRISONER CAGES**
- **SHOTGUN/ RIFLE RACK** (floor or ceiling mounted)
- **SHOTGUN/ RIFLE RACK** (trunk lid mounted non-electrical)
- **FLASHLIGHT CHARGER**
- **PUSH BUMPERS**
- **CENTER CONSOLE**
- **INTERIOR MOUNTED DIRECTIONAL LIGHT BARS**
- **WIG-WAG FLASHER**
- **VIDEO CAMERA SYSTEM**
- **RADARS WITH ANTENNAS**
- **MOBILE DATA COMPUTERS AND STANDS WITH POWER SUPPLY**

EXHIBIT "A"

HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

SPECIFICATIONS

PART III- INSTALLATION

INSTALLATION of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles. (to exclude Sheriff's Office)

- **RADIO:** The departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.
 - a. Motorola Syntor (X, 9000, Etc.)
 - b. Motorola Maxtrac
 - c. Johnson Line Radios
 - d. EF Johnson Line Radios
 - e. Vertex Line Radios
 - f. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
 - g. Jensen Line Radios
 - h. Midland Line Radios
 - i. Sp-130 Scanning Radio
 - j. QPA-1125 Dual Slot Charger
 - k. **MaComm Brand Radios**

- **ANTENNAS:** (to include disguised antennas)
- **SIRENS:** 12 volt sirens, grill mounted, light bar mounted, and disguised mounted
- **SIREN SPEAKERS PUSH BAR MOUNTED**
- **SIREN SPEAKERS CONCEALED MOUNTED**
- **LIGHTBAR:** To include interface cables to console and include the installation and interface with switch panels.
- **CODE 3 EXCALIBAR PACKAGE** (with interface box and switch)
- **WHELEN EDGE 9004 SL** (with interface box and switch)
- **FEDERAL SIGNAL JET SONIC**
- **FEDERAL SIGNAL JET STREAM**
- **DIRECTIONAL LIGHTBAR** (Federal Signal, Code Three)
- **HALOGEN OR LED GRILL LIGHTS** (to include flasher and interface with the switch panel)
- **STROBE GRILL LIGHTS** (to include interface with strobe power supply)
- **HALOGEN OR LED REAR DECK LIGHTS** (to include flasher and interface with the switch panel)
- **STROBE REAR DECK LIGHTS** (to include interface with strobe power supply)
- **DASH LIGHTS** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
- **STROBE LIGHT INSERTS by Pairs, Front or Back** (to include interface with the strobe power supply)
- **HALOGEN OR LED LIGHT INSERTS by Pairs Front or Back** (to include flasher and interface with switch panel)
- **FUSE PANEL**
- **STROBE POWER SUPPLY** (to include interface to switch panel)
- **WIG-WAY FLASHER** (to include interface with switch panel)
- **PRISONER CAGES** (to include lower extension and side panels)
- **SHOTGUN/ RIFLE RACK FLOOR MOUNT** (interface with the switch panel and lock timers available)
- **SHOTGUN/ RIFLE RACK OVERHEAD MOUNT** (interface with the switch panel and lock timers if available)
- **SHOTGUN/ RIFLE RACK TRUNK LID MOUNT** (non-electrical)
- **FLASHLIGHT CHARGER**
- **PUSH BUMPER**
- **CENTER CONSOLE**
- **WIG-WAG FLASHER**
- **VIDEO CAMERA SYSTEM**
- **RADARS WITH ANTENNAS**

EXHIBIT "A"

HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

SPECIFICATIONS

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. **Time frame 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.

EXHIBIT "A"

HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

SPECIFICATIONS

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, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, AUGUST 12, 2009 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later **than FRIDAY, AUGUST 14, 2009 BY 5:00 P.M.**

REQUEST FOR BIDS

HIDALGO COUNTY

**“REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS
& OTHER EMERGENCY MISCELLANOUS EQUIPMENT”**

BID OPENING DATE: AUGUST 19, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **“BID-2009-163-08-19-SMA-HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT”** and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, AUGUST 19, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “REQUEST FOR BIDS-2009-163-08-19-SMA-HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT”**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(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 its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	<u>AUGUST 19, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- 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 the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 therefore pending before any department or agency of the County.

- 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- **Possess and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of “Good Standing”, you may access the following website: www.window.state.tx.us/taxinfo/coastintr.html .**
If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to

transact business in Texas.

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the

laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY

**“REPAIR, REMOVAL & INSTALLTION OF MOBILE RADIOS, COMPUTERS AND OTHER EMERGENCY
MISCELLANEOUS EQUIPMENT”**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

(This page must be submitted with Bid Packet)

SERVICE CONTRACT

Hidalgo County
REQUEST FOR BIDS

**“REPAIRS, REMOVAL AND INSTALLATION OF MOBILE RADIOS,
COMPUTERS AND OTHER EMERGENCY MISCELLANEOUS EQUIPMENT”**

BID No. 2009-163-08-19-SMA

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 **Commissioner** 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 _____, 2009 and ending on _____, 2009 with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. 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 new contract 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 cover ages 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, which 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 _____, 2009.

Approved on Commissioners Court: _____

COUNTY OF HIDALGO

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

Date: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Date:

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

By: _____
Stephen L. Crain

Date: _____

EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT “B”
VENDOR’S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT