

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"Electronic Security System Maintenance and Repair Service"
RFB NO.: 2011-014-00-00-MEG

The County of Hidalgo Sheriff's Office is seeking to contract with a qualified bidder to conduct **"Electronic Security System Maintenance & Repair Service"** on an "As Needed Basis" including, but not limited to, the following:

Requirements/Specifications

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. Vendors submitting bid must warranty all services/parts performed.
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. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).
6. All billing invoices will be itemized (parts, labor, etc....)
7. Vendor submitting bid must use authorized service technicians and parts 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
 - B). Vendor must also be available for troubleshooting via telephone.
 - C). Vendor must be able to respond within reasonable time for onsite repairs.
 1. Respond time upon call on regular basis: _____ hours.
 2. Respond time upon call on emergency basis: _____ hours.
 3. Travel time from area: (How many times we will be charged travel Expenses upon call) _____.
 4. What will be the travel fee by hourly rate: _____?

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.

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Terms & Conditions

1. The term of the contract will be for one (1) year with the county's option to extend additional one (1) year under the same rates, terms and conditions.
2. 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.
3. 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.
4. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.
7. 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;
 - C. Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.
 - D. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

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.

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- 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.

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/mailling: 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, DATE, MONTH DAY, 2011, by 5:00 P.M. responses to said inquiries will be sent to all applications via facsimile by no later than, DATE, MONTH DAY, 2011, by 5:00 P.M.