



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 04, 2010

E-10-142-03-16

Brian Mikiten, President
SECURE CONTROL SYSTEMS, LLC
2438 Freedom Drive
San Antonio, Texas 78217

via facsimile (210) 530-5247
via email brian@securecontrolsystems.com

Re: Extension-Contract#-E-09-152-03-17 - "Service & Maintenance to the Adult Detention Electronic System"- Hidalgo County Sheriff's Office

Dear Mr. Mikiten:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the (second 2nd year) of the additional Three (3) One (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of March 16, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than March 8, 2010, via facsimile to (956) 956-318-2629 or email to : leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____

Date: 3/5/10

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2010

PRODUCER
 IBTX Risk Services SAT
 5726 Hausman Road Suite 100
 San Antonio TX 78249
 (210) 696-6688

INSURED
 Secure Control Systems LLC
 2438 Freedom Street
 San Antonio TX 78217

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance Company	
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Scottsdale Insurance Company	
INSURER D: Travelers Indemnity Co of CT	25682
INSURER E: Travelers Prop & Cas Co of Ame	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HGL0022725	11/1/2009	11/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits Liab. 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7291M404	11/1/2009	11/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XL80062922	11/1/2009	11/1/2010	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0001162872	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	OTHER Installation Floater	QT-660-8489L758	11/1/2009	11/1/2010	Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Hidalgo County Purchasing Dept, 2812 S. Business Highway 281, Edinburg, TX 78539
 Certificate holder is added as Additional Insured with a Waiver of Subrogation on General Liability (Primary) & Auto Liability where required by written contract. Waiver of Subrogation in favor of certificate holder on Workers' Compensation where required by written contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
 Attn: Leticia H. Saenz, CPPB/Contracts Manager
 2802 South Business Hwy. 281
 Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Opel Chapman

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

9. Urban County:

- A. AI-20300** Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.
- B. AI-20306** Request for approval of one (1) applicant in the City of Pharr, and one (1) in the City of Edinburg under the CDBG Disaster Recovery Program.

10. Auditor's Office:

- A. AI-20272** Monthly Collection Report for January 2010:

<u>OFFICE</u>	<u>FEES & COST</u>	<u>MONTH</u>
Constable Lazaro Gallardo	\$2,840.00	January 2010
Fire Marshal	\$2,472.50	January 2010

11. Budget & Management:

- A. AI-20333** 1. Approval to transfer \$881,172.89 to the Hidalgo County Claims bank account for Blue Cross Blue Shield Insurance Claims for period 02/06/2010 thru 03/05/2010.

02/06-12/2010	\$ 308,423.24
02/13-19/2010	208,758.21
02/20-26/2010	158,853.39
03/01-05/2010	205,138.05
TOTAL:	\$ 881,172.89

- 2. Approval of wire transfer to cover claims paid.

- B. AI-20340** Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of the Hidalgo County Workers' Compensation Claims paying account for claims paid by Tristar Risk Management in the amount of \$24,829.41 for the period of 02/16-28/2010 and requesting approval of wire transfer.

12. Purchasing Department:

- A. AI-20284**

1. Requesting authority to exercise the second (2nd) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC- effective 04/07/10 - 04/06/11.

2. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System Part II" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with MONTGOMERY TECHNOLOGY SYSTEM, LLC-effective 03/17/10 - 03/16/11 .

- B. AI-20248** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft contract etc.) as attached hereto for: Hidalgo County - "Flexible Base Material (Crushed Caliche)" Bid No. 2010-088-04-07-ERT.

- C. AI-20303** Approval to pay Invoice No. 201019 in the amount of \$662.95 (3rd Call, various subdivisions) as submitted by project engineer TEDSI Infrastructure Group with authority for County Treasurer to issue check after review procedures are completed by County Auditor.

- D. AI-20297**

Pursuant to Texas Local Government Code, 262.026 (a): Ratification to the extension of bid opening date (issued thru Addendum by Purchasing Agent) from Wednesday, March 10, 2010

AI-20284**12.A.**

**HCSO - Extensions- E-09-152-03-17 (MONTGOMERY TECH SYST, LLC) & C-09-056-03-17 (SECURE CONTROL SYSTEMS LLC)
CC CONSENT**

Date: 03/16/2010
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the second (2nd) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC- effective 04/07/10 - 04/06/11.

2. Requesting authority to exercise the additional one (1) year period as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System Part II" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with MONTGOMERY TECHNOLOGY SYSTEM, LLC-effective 03/17/10 - 03/16/11 .

BACKGROUND

Current Contract Document #s - C-09-056-03-17 (Montgomery Tech Syst, LLC0 & E-09-152-03-17 (Secure Control Systems LLC)

Approval to extend by HCSO

Extension Acknowledgments by- MONTGOMERY TECHNOLOGY SYSTEM, LLC & SECURE CONTROL SYSTEMS, LLC

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-431
 FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available balance as of 3-11-10 \$51,453.41.

Attachments

Link: [Current Contract-Secure Control Syst LLC-E-09-152-03-17](#)
 Link: [Extension Acknowledgment-Secure Control System LLC](#)
 Link: [Current Contrac-Montgomery Tech Syst LLC](#)
 Link: [Extension Acknowledgment-Montgomery Tech Syst LLC](#)
 Link: [Approval of Extension by HCSO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 10:23 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:25 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 08:45 AM	APRV
4	Auditor's Office		03/12/2010 04:46 PM	NEW
Form Started By: Letty Saenz			Started On: 03/09/2010 11:27 AM	
Final Approval Date: 03/12/2010				

REQUIREMENTS AGREEMENT
C-08-092-04-07

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 7, 2008** by and between **Secure Control Systems, LLC a Texas Limited Liability Company**, ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements for the **Hidalgo County Sheriff's Office - "Service and Maintenance to the Adult Detention Electronic System"** [commodity], 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 **"Service and Maintenance to the Adult Detention Electronic System"** in the areas of **Hidalgo County Sheriff's Office** on **"An As Needed Basis"** for a period of **one (1) year with the County's option to extend for an additional three (3) one (1) year terms** under the same rates, terms and conditions. Hidalgo County at its sole discretion reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged 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: Secure Control Systems, LLC
 Attention: Brian Mikiten, President
 2438 Freedom Drive
 San Antonio, Texas 78217

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.

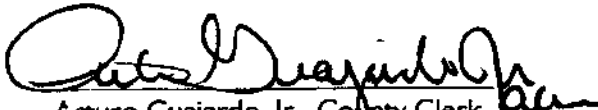
EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, April 07, 2008.

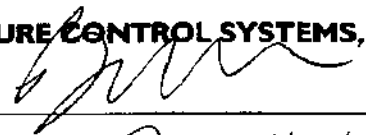
HIDALGO COUNTY

By: 
Juan D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

SECURE CONTROL SYSTEMS, LLC

By: 

Printed Name: Brian Mikiten

Title: President

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

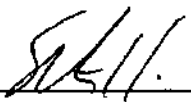
By: 

EXHIBIT "A"
SPECIFICATIONS

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

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: 24 HOURS
 RESPOND TIME UPON CALL ON EMERGENCY BASIS: 12 or less HOURS
2. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) 4 to 12 hours (both ways included)
3. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: \$65

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"
PAYMENT SCHEDULE

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 leave
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 Mikulante TITLE: President

DATE: 3/18/08

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2008

PRODUCER
IBTX Risk Services SAT
5726 Hausman Rd. #100
San Antonio TX 78249
(210) 696-6688

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Secure Control Systems LLC
2436 Freedom Street
San Antonio TX 78217

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance Co	33138
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Travelers Indemnity of America	25658
INSURER D: Federal Insurance Company	
INSURER E: Burlington Insurance Co.	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

USER ADD'L LTR INSDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
E	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	HGL0019972	11/1/2008	11/1/2009	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PROXIMIS - COMPROP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7291M604	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	LEA046534	11/1/2008	11/1/2009	EACH OCCURRENCE \$ 2,000,000
	DEDUCTIBLE				AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSP0001162872	11/1/2008	11/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Installation Floater	6636988	11/1/2008	11/1/2009	Limit of Insurance \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: bid 06-092-03-19-rol Service and Maintenance to the Adult Detention Electronics System.
Hidalgo County is added as Additional Insured with a Waiver of Subrogation on General Liability (Primary) & Auto Liability where required by written contract. Waiver of Subrogation in favor of Hidalgo County on Workers' Compensation where required by written contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Rolando Roli Flores
2812 South Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ju. Chaves

ACORD 25 (2001/08)

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PURCHASING DEPARTMENT
County Of Hidalgo

E-09-152-03-17

February 27, 2009

Brian Mikitan, President
SECURE CONTROL SYSTEMS, LLC
2438 Freedom Drive
San Antonio, Texas 78217

via facsimile (210) 530-5247
via email brian@securecontrolsystems.com

Re: **Extension of Contract No. C-08-092-04-07--Service & Maintenance to the Adult Detention Electronic System--Hidalgo County Sheriff's Office**

Dear Mr. Mikitan:

Commissioners' Court will take applicable action (Tuesday, March 10, 2009) in connection with the Hidalgo County's option to extend/renew for the (first 1st year) of the additional Three (3) One (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renewal/extension is April 7, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, March 3, 2009, 12:00 p.m., via email attn: lettysaenz@yahoo.com and to via facsimile (956) 318-2629.

By: _____

Brian Mikitan, President

Date: 3/2/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-14356**20.F.3.****HCSO-Extension-Secure Control Systems, LLC-C-08-092-04-07****CC REGULAR****Date:** 03/17/2009**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Sheriff's Office**Information****CAPTION**

Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC - Effective: 04/07/09 - 04/06/10

BACKGROUND

Letter of Extensions

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1100-423-21-280-002-0-432**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Available balance is \$23,413.10 as of 3/10/09.

AttachmentsLink: [Extension-Secure Control Systems, LLC](#)Link: [contracts](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2009 12:44 PM	APRV
2	Budget & Management	Veronica Lopez	03/04/2009 02:02 PM	APRV
3	Rey Salazar	Rey Salazar	03/05/2009 04:34 PM	APRV
4	Dale Kennan	Dale Kennan	03/10/2009 08:44 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Letty Saenz Started On: 03/04/2009 10:59 AM
 Final Approval Date: 03/13/2009