

Bid No: 2011-229-11-09-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626

REQUEST FOR BIDS

Hidalgo County District Attorney's Office & HIDTA Task Force

*“REPAIR, INSTALLATION & REMOVAL of Emergency Equipment,
Radios and Other Misc. Equipment”*

BID OPENING DATE: November 09, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for “**Hidalgo County District Attorney’s Office & HIDTA Task Force-REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios, and Other Misc. 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-2011-229-11-09-SMA-“Hidalgo County District Attorney’s Office & HIDTA Task Force-REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment”](#) and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, [on or before 9:30 a.m., Wednesday, November 09, 2011.](#)**
 3. **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-2011-29-11-09-SMA-“Hidalgo County District Attorney’s Office & HIDTA Task Force-REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. 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.
4. 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.”
 5. 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.
 6. 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.
 7. 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.

8. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
9. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
10. 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.
11. County reserves the right to accept or reject any or all bids.
12. Costs are to be net F.O.B., County Prepaid.
13. 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.
14. 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.
15. 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.

16. 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 and Contract Number (if any)**
 - d) Notation Descriptive-“**Hidalgo County District Attorney’s Office & HIDTA Task Force-REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment**” 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:

Ray Eufrazio, Auditor
 Hidalgo County Auditor’s Office
 2808 South Business Hwy 281
 Edinburg, Texas 78539
 ATTN.: Accounts Payable
 (956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	<u>November 09, 2011</u>
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____, 2011

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.

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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 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
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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 to 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 District Attorney’s Office & HIDTA Task Force
REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radio and Other Misc.
Equipment

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
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: _____

EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-00-00-SMA

PROJECT OVERVIEW:

Hidalgo County is seeking to contract with qualified bidders to conduct all *"REPAIRS, INSTALLATION & REMOVAL of Emergency Equipment, Radios & other Misc. Equipment"* on an **as needed basis**.

SPECIFICATIONS, TERMS and CONDITIONS:

1. The bid contract will be for," *REPAIRS, INSTALLATION & REMOVAL* of Emergency Equipment, Radios and other Misc. Equipment" that is currently installed in, or will be installed on County vehicles. This repair bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios 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. 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.
3. 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.
4. Vendors submitting bid should be currently performing removals and installations for other law enforcement and emergency response agencies.
5. Vendors submitting bid will use only certified service technicians in performing installations and/or removals (proof of certification must be submitted with packet).
6. Vendors submitting bid will be able to refurbish and/or repair any and all non-working overhead lightbars, radios, sirens, and miscellaneous equipment unless equipment is beyond repair.
7. Vendor submitting bid must be able to complete a vehicle installation in two working days and a removal in one working day.
8. Vendor must be able to work on multiple vehicles at one time.
9. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.
10. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being removed and/or installed and the ability to tract and document the storage of property.
11. Vendor must have an area to keep vehicles secured for overnight and weekends.
12. Vendor must guarantee minimum of ninety (90) days for work performed.

EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-00-00-SMA

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13. **Vendors must be able to come and conduct repairs, removals and installations at any of the department's location on an emergency basis.** Vendor must include this cost within this bid.
 14. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.
 15. All prices for *Repairs, Removals & Installations* shall include consideration for time and labor.
 16. 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.
 17. 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
 18. **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
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EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-00-00-SMA

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.

QUALIFICATIONS

- 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/emergency 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".

EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-00-00-SMA

PART I- REPAIRS

Repairs on Law Enforcement *Emergency Equipment, Mobile Radio and Other Miscellaneous Equipment* installed in Hidalgo County District Attorney's Office and HIDTA Task Force vehicles.

The bid contract would be for law enforcement *Emergency Equipment, Mobile Radio and Other Miscellaneous Equipment* that are currently installed in, or will be installed in Hidalgo County District Attorney's Office and HIDTA Task Force 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 District Attorney's Office and HIDTA Task Force has installed in its vehicles the following equipment:

RADIOS:	LIGHTBARS:	OTHER:
Motorola Syntor (X, 9000, etc.)	Code 3 Excalibar Package	Sho-Me Grille Lights
Motorola Maxtrac	Whelen Eddge 9004 SL	Whelen Strobes
Johnson Line Radios	Federal Signal Corp Aero Dynic	Code Three
EF Johnson/Johnson Line	Federal Signal Corp Street Hawk	Motorola Antennas for Radios
Vertex Line Radios	Federal Signal Jet Sonic	Galls Wig Wag Flashers
Motorola Radies Line Radios (GM 300, M 120, M 1225 etc.)	Federal Signal Jet Stream	Galls Strobe Power Supplies
Jensen Line Radios	Code 3 MX 7000	Push Bumpers
Midland Line Radios		
SP-130 Scanning Radio		
QPA-Dual Slot Charger		

PART II- REMOVAL

Removal of Law Enforcement *Emergency Equipment, Mobile Radios and Other Miscellaneous Equipment* installed in Hidalgo County District Attorney's & HIDTA Task Force vehicles

❖ RADIOS:

Our departments use a variety of radios. Some radios are easier to remove compared to the others. Below is a list of the radios currently installed in our County units. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

TYPE OF RADIOS:
1. Motorola Syntor (X, 9000, etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson/Johnson Line
5. Vertex Line Radios
6. Motorola Radies Line Radios (GM 300, m 120, M 1225 etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. SP-130 Scanning Radio
10. QPA-Dual Slot Charger

EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-00-00-SMA

❖ ANTENNAS: (to include disguise antennas)

❖ SIRENS:

Below is a list of the sirens used. The interested vendor must give the removal price per type. All siren removals must include the power cables and interfaces.

1. Galls Street Thunder 100 Wt.
2. Code 3 Z100 Economy Weight

❖ LIGHTBAR and OTHER MISC. EQUIP:

(to include power cable and control panels)

- 1) Cellular Phone Complete
 - 2) Cellular Phone Holder
 - 3) Center Console
 - 4) Computer
 - 5) Cut Off Stop Lights
 - 6) Cut Off Stop & Backup Lights
 - 7) Dash Light
 - 8) Dash Lights: (Either Mounted On Dash Or Roof Area Near Sun Visor)
 - 9) Directional Control
 - 10) Disguise Interior Mount Siren
 - 11) Dock station
 - 12) Equipment Console
 - 13) Extra outlets (cig. lighter type)
 - 14) Fire Extinguisher
 - 15) Flashlight Charger
 - 16) Fuse Panel
 - 17) Grille Lights: (Halogen, Led or Strobe)
 - 18) Halogen Grill Lights
 - 19) Halogen Light **Inserts By Pairs Front Or Back**
 - 20) Halogen Lights inserts by Pair
 - 21) Halogen Rear Deck Lights
 - 22) Interior Mount Radio
 - 23) Interior Mounted Directional Light Bars
 - 24) Kill Switch
 - 25) Light Bar
 - 26) Light bar with Interface box (Motorola switch box)
 - 27) Prisoner Cage
 - 28) Push Bumpers
 - 29) Radar System Dual Antenna
 - 30) Radar System Single Antenna
 - 31) Radio Antenna
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EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

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- 32) Radio Antenna Disguise
- 33) Radio Speaker
- 34) Rear Deck Lights: (Halogen, Led Or Strobe)
- 35) Rear Mount Radio
- 36) Rear Mount Radio Cover
- 37) Rear Mount Siren
- 38) Rear Wig-wag
- 39) Shotgun Rack Floor Mount
- 40) Shotgun Rack Overhead Mount
- 41) Shotgun/ Rifle Rack (Floor or Ceiling Mounted)
- 42) Shotgun/ Rifle Rack (Trunk Lid Mounted Non-Electrical)
- 43) Siren
- 44) Siren Speaker Disguise
- 45) Siren Speaker Push Bar
- 46) Stripe Kit
- 47) Strobe Grill Lights
- 48) Strobe Lights Inserts by Pair
- 49) Strobe or Led Light **Inserts By Pairs, Front Or Back**
- 50) Strobe Power Supplies
- 51) Strobe Rear Deck Lights
- 52) Surface LED lights
- 53) Switch Panel
- 54) Trunk Lid Shotgun Rack
- 55) Video System
- 56) Wig-Wag Flasher
- 57) Wig-Wag
- 58) winguard

PART III- INSTALLATION

Installation of Law Enforcement Emergency Equipment, Mobile Radios and Other Miscellaneous Equipment in Hidalgo County District Attorney's Office and HIDTA Task Force Vehicles.

❖ RADIO:

Our 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.

EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-00-00-SMA

TYPE OF RADIOS:
1. Motorola Syntor (X, 9000, etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson/Johnson Line
5. Vertex Line Radios
6. Motorola Radias 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:

Below is a list of the sirens used. The interested vendor must give the installation price per type. All siren removals must include the power cables, interface with radio, siren speaker, and intersection horn)

1. Galls Street Thunder 100 Wt.
 2. Code 3 Z100 Economy Weight
- **Siren Speakers Push Bar Mounted**
 - **Siren Speakers Concealed Mounted**

❖ LIGHTBAR and OTHER MISC. EQUIP

To include interface cables to console and include the installation and interface with switch panels.

- 1) carflo
- 2) Cellular Phone Complete
- 3) Cellular Phone holder
- 4) Center Console
- 5) **Code 3 Excalibar Package** (with interface box and switch)
- 6) Computer
- 7) Computer Antenna
- 8) Cut Off Stop & Backup Lights
- 9) Dash Lights
- 10) **Dash Lights** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
- 11) **Directional Lightbar** (Federal Signal, Code Three)
- 12) Disguise Interior Mount Siren
- 13) Dual Antenna Radar System
- 14) Extra Outlets (cig. lighter type)
- 15) **Federal Signal Jet Sonic**
- 16) **Federal Signal Jet Stream**
- 17) Fire Extinguisher

EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-00-00-SMA

- 18) Flash Light Charger
- 19) Full Feature Siren
- 20) **Fuse Panel**
- 21) Halogen Grill Lights
- 22) Halogen Lights inserts by Pair
- 23) **Halogen or LED Grill Lights** (to include flasher and interface with the switch panel)
- 24) **Halogen or LED Light Inserts by Pairs Front or Back** (to include flasher and interface with switch panel)
- 25) **Halogen or LED Rear Deck Lights** (to include flasher and interface with the switch panel)
- 26) Halogen Rear Deck Lights
- 27) Interface Box
- 28) Interior Mount Radio
- 29) Kill Switch
- 30) LED
- 31) Led Lights Mirror Mount
- 32) Led Lights surface mount
- 33) Light bar with Interface box (Motorola Switch Box)
- 34) Lightbar
- 35) Miscellaneous (Split Loom, Cable, Connectors, Screws, etc.)
- 36) Power Point
- 37) Prisoner Cage
- 38) **Prisoner Cages** (to include lower extension and side panels)
- 39) Push Bumper
- 40) Radar System Single Antenna
- 41) Radio Antenna
- 42) Radio Antenna Disguise
- 43) Radio Modem
- 44) Rear end flasher
- 45) Rear Mount Radio
- 46) Rear Mount Radio Cover
- 47) Rear Wig-wag
- 48) Reconnect interface siren with switch box
- 49) Shotgun Rack Floor Mount
- 50) Shotgun Rack Overhead Mount
- 51) **Shotgun/ Rifle Rack Floor Mount** (interface with the switch panel and lock timers available)
- 52) **Shotgun/ Rifle Rack Overhead Mount** (interface with the switch panel and lock timers if available)
- 53) **Shotgun/ Rifle Rack Trunk Lid Mount** (non-electrical)
- 54) Siren Speaker
- 55) Siren Speaker Push Bar
- 56) Stripe Kit
- 57) **Strobe Grill Lights** (to include interface with strobe power supply)
- 58) **Strobe Light Inserts by Pairs, Front or Back** (to include interface with the strobe power supply)
- 59) Strobe Lights inserts by Pair

EXHIBIT "A"

Specifications/Requirements

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE AND HIDTA TASK FORCE

"REPAIR, INSTALLATION & REMOVAL of Emergency Equipment, Radios and Other Misc. Equipment"

Bid No.: 2011-229-00-00-SMA

- 60) Strobe Power Supply
- 61) Strobe Rear Deck Lights
- 62) **Strobe Rear Deck Lights** (to include interface with strobe power supply)
- 63) SURFACE LED LIGHTS
- 64) surface LED lights by pair
- 65) switch
- 66) Switch Panel
- 67) Trunk Lid Shotgun Rack
- 68) Video System
- 69) **Whelen Edge 9004 SL** (with interface box and switch)
- 70) Wig-Wags
- 71) **Wig-Way Flasher** (to include interface with switch panel)

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, month, date, 2011 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later **than FRIDAY, month, date, 2011 BY 5:00 P.M.**

Sandra Montalvo

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, August 29, 2011 8:09 AM
To: 'Sandra Montalvo'
Subject: FW: Draft Contract/Specifications Review For Approval-RFB-Repair, Installation and Removal Of Emergency Equipment, Radios, Computers & Misc. Equipment
Attachments: CONTRACT.pdf
Importance: High

Good Morning Sandra,

Attached is draft contract for the above referenced project and as approved by legal. Let me know if you have any questions.

Thanks

*Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us*

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 26, 2011 4:15 PM
To: 'Evangelina Garcia'; 'Sandra Montalvo'
Subject: FW: Draft Contract/Specifications Review For Approval-RFB-Repair, Installation and Removal Of Emergency Equipment, Radios, Computers & Misc. Equipment
Importance: High

Way to go!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, August 26, 2011 3:33 PM
To: 'Martha Salazar'
Subject: RE: Draft Contract/Specifications Review For Approval-RFB-Repair, Installation and Removal Of Emergency Equipment, Radios, Computers & Misc. Equipment

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 26, 2011 3:03 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'; 'Sandra Montalvo'
Subject: FW: Draft Contract/Specifications Review For Approval-RFB-Repair, Installation and Removal Of Emergency Equipment, Radios, Computers & Misc. Equipment
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

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 **Commissioners' Court** or their 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 of one year effective _____, **2011** and ending on _____, **2012**. Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year terms, at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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
1615 S. Closner, Suite J
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. 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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 _____, 2011.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

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

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: _____

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

DRAFT

**EXHIBIT “B”
VENDOR’S BID**

DRAFT

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

DRAFT