



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

MEMORANDUM

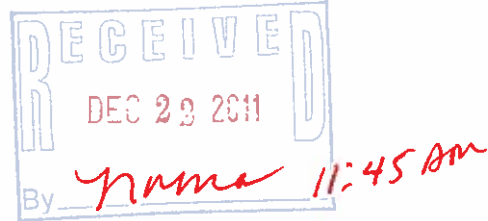
(Approval of Specifications)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: December 19, 2011

RE: Approval of Specifications for -RFB No.: 2012-022-00-00-SMA-HIDALGO COUNTY-
"Sign Language Interpreting for Non-Courtroom"



Please review the current **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications 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 type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 2-1100-423-32-330-001-0-339

	Israel B. [Signature]	[Signature]	12-20-11
AUTHORIZED SIGNATURE	PRINT 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 Thursday, December 29, 2011 @ 10:00 A.M.

Enclosures



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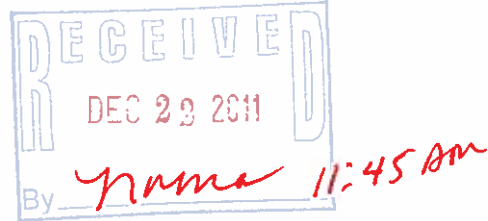
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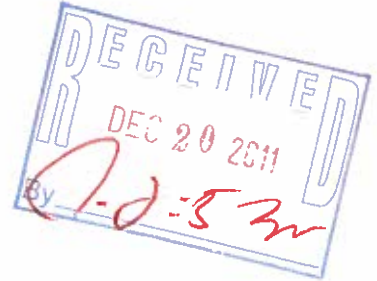
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APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 2-1100-423-21-280-002-0-339

	A. 'Sonny' MARTINEZ	HC50	12-20-11
AUTHORIZED SIGNATURE	PRINT 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 Thursday, December 29, 2011 @ 10:00 A.M.

Enclosures

EXHIBIT “A”
HIDALGO COUNTY
“Sign Language Interpreting For Non-Courtroom”
RFB No.: 2012-022-02-29-SMA
SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES

The intent of this solicitation is to acquire the services of a sign language interpreting firm (Vendor) for all County agencies on an as-needed and emergency basis.

More than one award may be made under this solicitation to assure complete coverage for the County’s needs throughout the contract term.

SPECIFICATIONS/REQUIREMENTS:

1. Vendor shall maintain a staff of certified interpreters who will be able to respond to emergency needs 24 hours each day with a 2-hour response time.
2. Vendor must maintain such records as may be required by the specialized needs of the various County departments requiring the services.
3. Vendor shall provide certified interpreting services to the County relating to matters, including but not limited to:
 - A. Court related
 - B. Law enforcement related matters
 - C. Health and mental health clinic visits
 - D. Social services needs
 - E. Engineering/technical meetings/workshops
 - F. Staff meetings
 - G. Public meetings
 - H. Probation Related Matters
5. Vendor must work closely with County personnel to ensure full participation by all hearing impaired persons in the relationship with the County.
6. Vendor must maintain adequate interpreting resources to cover all assignments made with advance notice. Vendor must provide the County with all data about their interpreting pool including number of interpreters available, number of certified interpreters, number certified interpreters with legal specialization, and the names of the primary people and their certification level, who will be providing services under this contract
7. Vendor must maintain a schedule of “on call” certified interpreters who will respond promptly to emergency needs 24 hours each day with a 2-hour response time.
8. Vendor must guarantee that each interpreter assigned is certified to provide the highest quality of communication for the situation and for the individual(s) being served.
9. Vendor must maintain a detailed record regarding each assignment placed against the contract.
10. Vendor shall ask for a purchase order number for the services rendered that will be requested by authorized County personnel.
11. If vendor fails to honor the promised assignment date for any reason shall result in the provision of a

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like period of services for the County at no charge.

12. After bid is awarded and low bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
13. If Vendor fails to honor scheduled assignments this may result in contract termination.
14. If in any event, a department requires more than two hours of interpreting services, Vendor must provide a second interpreter as a back up and relief.
15. Vendor shall be on a cost per hour for interpreting services from the time that the interpreter arrives at the scene or the time of the appointment previously scheduled until completion of the service. No travel or portal to portal rates will be accepted by the County. Pricing for on-site interpreting services shall be based on the schedule in the bid page (Exhibit B) form enclosed. No more than one interpreter shall be sent in response to a service request unless the use of additional interpreters is pre-approved and ordered by the requesting department.

INTERPRETING SERVICES:

Business Service Requests: It is understood and agreed that here are 2 categories for Business hour request, which Includes *Business Hour Requests with at least 24 hour notice*, and *Business Hour Requests with 2 to 23 hours and 59 minutes in advance*. It is understood and agreed that the County will pay the higher business hour rate when notice is given 2 to 23 hours and 59 min. in advance.

Extended Service Requests: An extended service hour is any scheduled interpreting situation which begins after 6:00 p.m. and before 8:00 a.m., Monday through Friday and Weekends. Weekend interpreting services is any scheduled interpreting situation which occurs anytime on Saturday or Sunday.

Emergency/Holidays:

- When an emergency situation arises, the department staff or designated representative will call the Vendor's emergency telephone number, and request the emergency services of a certified on-call interpreter.
- The Vendor must be able to provide interpreters within two (2) hours of receiving request for emergency services.
- Emergency interpreting service situations within proceedings of state agencies, courts, and political subdivisions are defined as essential situations which are potentially life threatening or pose a threat to the clients' well-being during any time of the day or night.
- Holiday Interpreting service situations are defined as applying to any Federal, or County observed holiday.

When making requests (phone, e-mail or fax) authorized County personnel will provide the following information:

- Date, time and expected duration of the assignment.

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- Location (street address, room number) of the assignment.
- Name and phone number of an on-site contact person.
- Special information pertinent to the appropriate placement of an interpreter (type of meeting, communication preference of the client).
- Name of deaf or hard of hearing client(s) when possible.
- Number of interpreters required.

STAFFING/INTERPRETERS AVAILABLE

The Vendor shall provide with its bid response:

- A. Type(s) of certification held by the interpreters
- B. Number of CERTIFIED interpreters available.
- C. The extent of training and evaluation of interpreters provided by the Vendor
- D. Names of primary certified interpreters who will be providing the services
- E. A discussion on the Vendor's quality control program and how vendor will work with the County's Representatives on procedures reviews of interpreting program.

REFERENCES:

Provide references where similar services have been provided by the firm.

BID PRICES:

Prices shall remain firm for the period of the contract. Bidder must include any and all cost in the hourly rate price entered in Exhibit "B" Bid Page.

TERM OF CONTRACT:

- A. The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.
- B. 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.
- C. If, during the life of the contract, the successful bidder prices generally available for items awarded are reduced or below the contract price, it is understood and agreed that the benefits of such reduction be extended to the County.

METHOD OF AWARD:

Award, if any, will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified in Exhibit "B"(Bid Page) and meeting all the requirements/and or specifications.

PAYMENT PROCEDURES

The Vendor will prepare an itemized invoice with attached documentation for each service rendered including the purchase order number, date and time of service. Emergency calls under this network will be included on the itemized invoices submitted to the County Department.

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QUALIFICATIONS

The Vendor must have the following qualifications but not limited to the following:

- a) Be regularly engaged in the sign language interpreting business.
- b) Have available under direct supervision and employment, the necessary organization and facilities to properly fulfill the services required in a timely manner.
- c) Have available certified interpreters with the minimum of two (2) years experience in sign language interpretation for the hearing impaired.
- d) Provide certified interpreters to perform sign language interpretation fluently. Hidalgo County reserves the option to request replacement interpreter(s) after the service period has begun if necessary; and at any other time deemed necessary.

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 Vendor 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

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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.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

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, February 22, 2012 by 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **Friday, February 24, 2012 by 5:00 P.M.****

From: [Rocio Villarreal](#)
To: "Sandra Montalvo"
Subject: FW: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)
Date: Thursday, January 19, 2012 5:06:12 PM
Attachments: ROCIO VILLARREAL2.vcf



From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, January 19, 2012 5:00 PM
To: 'Rocio Villarreal'
Subject: FW: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, January 19, 2012 2:41 PM
To: 'Martha Salazar'
Subject: RE: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, January 19, 2012 11:38 AM
To: 'Steve Crain'
Cc: 'Rocio Villarreal'
Subject: FW: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)
Importance: High

Mr. Crain:
Please review and comment as to draft form of agreement so as to place on CC for authority to advertise.
Thanks,
Marty

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, January 19, 2012 9:50 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Sandra Montalvo'
Subject: C-12-022-00-00-Sign Language Interpretation Services (Non Courtroom)

Ms. Marty,

Can you please forward draft agreement to legal to approve as to form, before we can proceed with Com Court approval to advertise. Thank you.



Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning April 1, 2012 and ending on March 31, 2013 and may be extended at the sole discretion of County for an additional two (2) one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company **COMPANY'S NAME**
 ADDRESS

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 County 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.

17. **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 ninety (90) 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).

WITNESS our hands in duplicate originals this _____ day of _____, 2012.

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: Steve L. Crain

EXHIBIT “A”

REQUEST FOR BID

(RFB)

PROCUREMENT

PACKET

EXHIBIT “B”
REQUEST FOR BID
BID PAGE

EXHIBIT “C”

CERTIFICATE OF
INSURANCE