



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

FEB 28 2012

Time 4:05

## MEMORANDUM

**TO:** Anacleto Martinez, Chief Duty  
Hidalgo County Adult Detention Facility

**ATTN:** Juan Tapia, Procurement Specialist

**FROM:** Sandy Suarez, Buyer II  
Hidalgo County Purchasing Dept.

**DATE:** February 24, 2012

**RE:** BID AWARD RECOMMENDATION/CONCURRENCE REQUEST  
Bid No. 2012-017A-02-15-SGS-Hidalgo County (All Funding Sources, Programs and Entities)-  
"PAGER SERVICES".

We have received one (1) **respondent** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with a copy of the **sole bid response** for your review and recommendation/concurrence.

**Please acknowledge by signing below, your recommendation/concurrence to award to the sole bidder, meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than Friday, March 05, 2012 @ 10:00 A.M. in order to place this item on the proposed agenda for Commissioners Court Meeting, on Tuesday, March 20, 2012.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

**COMMENTS/CONCERNS:**

Please award to the sole bidder.

Budget Acct No.: 2-1100-421-00-280-001-D-532

AUTHORIZED SIGNATURE

PRINTED NAME

DEPARTMENT

DATE

Enclosures

A "SUNNY" MARTINEZ

HC-50

2-28-12



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

RECEIVED  
FEB 27 2012  
By: *mm* 1740

## MEMORANDUM

**TO:** Renan Ramirez, Chief Information Officer  
Hidalgo County IT Department

**ATTN:** Stan Ramos, Project Manager

**FROM:** Sandy Suarez, Buyer II  
Hidalgo County Purchasing Department

**DATE:** February 24, 2012

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:

*DO NOT USE*

Budget Acct No.: \_\_\_\_\_

*Renan Ramirez*

*I.T. Dept.*

*2/27/12*

AUTHORIZED SIGNATURE

PRINTED NAME

DEPARTMENT

DATE

Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT

## RFSQ TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE**

**QUOTE OPENING DATE: February 15, 2012**

**QUOTE OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF QUOTE: "PAGER SERVICES"**

**QUOTE NO: 2012-017A-02-15-SGS**

**BUYER: SANDY SUAREZ**

ITEMS	COMPANY NAME			
	SOLE BIDDER			
Yoder Enterprises, Inc. dba Advanced Paging				
Motorola Advisor Gold Pager- Equal to or Better				\$ 36.90
Proposed Monthly Rate for Unlimited Airtime (per pager)	Monthly Rate			\$ 6.95
Proposed Monthly Rate for Unlimited Alphanumeric air time (per pager if different from regular Air-time)				\$ 6.95
Coverage Area Per price quote	Service		Month Rate	
	Local		\$ 6.95	
	State Wide		\$ 6.95	
	Regional		\$ 6.95	
	Nation Wide		N/A	
Group page Alpha-numeric Rate				\$ 6.95
Repair Service- charge per Pager				\$ 29.95
Alpha-Numeric 1-Way Paging (Under A Lease Agreement)	Service	Monthly Rate (Includes Lease of Pager)	Page Allowance Per Month	Charge per Overage on Page Allowance
	Local	\$ 7.95	0	0
	State wide	\$ 7.95	0	0
	Regional	\$7.95	0	0
	Nation wide	N/A	N/A	N/A

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**IBF-RFP-RFQ-RFI**

**QUOTE OPENING DATE: FEBRUARY 15, 2012      QUOTE OPENING TIME: 9:30 A.M.**

**DEPARTMENT/QUOTE DESCRIPTION: "HIDALGO COUNTY (All Funding Sources, Programs & Entities-  
- PAGER SERVICES"**

**RFSQ NO.: 2012-017A-02-15-SGS**

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Yoder Enterprises, Inc DBA: Advanced Paging Attn: Dwight F. Yoder, (Vice President)	BLM	Sandy Suarez	02/01/12	600 Ash Ave. -PO Drawer 3097 McAllen, TX 78502 (956) 631-7243 C# 984-9101 (956) 213-1195 fax Dwightyoder@hotmail.com or juansolis@sc2000.net
All Page Attn: Mr. Tom	BLM	Sandy Suarez	02/01/12	PO Box 691730, Houston, TX 77269-1730 1-800-777-7182 office sales@allpage.com
Texas Communications of Austin Attn: Mr. Bergman	BLM	Sandy Suarez	02/01/12	10109 Mc Kalla Pl., Suite C Austin, Texas 78758 512-450-1000 office cbergman@texascom.com or kcarroll@texascom.com

**\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)  
E-MAIL REQUEST (EMR)**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT**  
**C-12-017A-03-20**

THIS CONTRACT is made and entered into this 20<sup>th</sup> day of March, 2012 by and between the County of Hidalgo, Texas ("County"), and YODER ENTERPRISES INC. d/b/a ADVANCED PAGING "Company").

WHEREAS, Company responded to notices for Request for Sealed Quotes (RFSQ) for: "PAGER SERVICES" for (All Funding Sources, Programs and Entities) (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet within Hidalgo County

following a request for Services by the Hidalgo County or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of one (1) year (on an as needed basis), commencing on March 20, 2012 and expiring on March 19, 2013 and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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: County of Hidalgo  
Attn: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Company: Yoder Enterprises, Inc.  
d/b/a Advanced Paging  
Attn: Dwight F. Yoder  
600 Ash Avenue/P.O. Box 3097  
McAllen, Texas 78502

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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County 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.

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

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: \_\_\_\_\_  
Ramon Garcia, County Judge

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

COMPANY: YODER ENTERPRISES d/b/a  
ADVANCED PAGING

By: \_\_\_\_\_  
Printed Name: Dwight F. Yoder  
Title: Vice President

**EXHIBIT "A"**  
REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

## Sandy Suarez

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**From:** Martha Salazar [martha.salazar@co.hidalgo.tx.us]  
**Sent:** Monday, March 12, 2012 12:12 PM  
**To:** 'Leticia Saenz'; 'Sandy Suarez'  
**Subject:** FW: Review & Approval of Contract#C-12-017a-03-20-Yoder Enterprises dba ADVANCED PAGING

Attach to agenda, if necessary

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**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Monday, March 12, 2012 7:35 AM  
**To:** 'Martha Salazar'  
**Subject:** RE: Review & Approval of Contract#C-12-017a-03-20-Yoder Enterprises dba ADVANCED PAGING

The contract is fine.

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Sunday, March 11, 2012 12:31 PM  
**To:** scrain@atlashall.com  
**Cc:** 'Leticia Saenz'  
**Subject:** FW: Review & Approval of Contract#C-12-017a-03-20-Yoder Enterprises dba ADVANCED PAGING  
**Importance:** High

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

---

**From:** Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Friday, March 09, 2012 5:20 PM  
**To:** 'Martha Salazar'  
**Cc:** 'Sandy Suarez'; 'Darlene Betancourt'  
**Subject:** Review & Approval of Contract#C-12-017a-03-20-Yoder Enterprises dba ADVANCED PAGING

Ms. Marty-

Please forward the attached, contract# C-12-017a-03-20 with Yoder Enterprises Inc. d/b/a ADVANCED PAGING for: "Paging Services" for Hidalgo County to Legal for their Review & Approval.

Will be placing on the next CC of 03/20/12 for final approval.

Please advise.

Thanks.

