



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

MEMORANDUM

(Departments Approval of Specifications)

TO: J.E. "Eddie" Guerra, Constable Pct. 4

ATTN: Joel Rivera, Chief Deputy Constable vía email: Joel.rivera@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: April 19, 2012

RE: Approval of Specifications/Requirements for: Bid No.: 2012-046-00-00-SMA-HIDALGO COUNTY-Security Guard Services"

Please review the current **SPECIFICATIONS/REQUIREMENTS** 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.

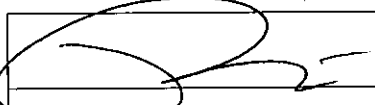
If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY: _____ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: _____

	Joel Rivera	Constable 4	4/30/12
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 April 23, 2012 @ 10:00 A.M.

Enclosures

Bid No: 2012-046-00-00-SMA
NIGP Commodity Code No. 961-46

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

“Security Guard Services”

BID OPENING DATE: _____, 2012 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for "Hidalgo County-Security Guard Services" 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 bidder's 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-2012-046-00-00-SMA-Hidalgo County-SECURITY GUARD SERVICES and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, on or before 9:30 A.M., Wednesday, 00, 2012.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO RFB No.2012-046-00-00-SMA-Hidalgo County-"SECURITY GUARD SERVICES"

- Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. 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."
 4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) 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.
 5. 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.
 6. 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.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
 8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
 9. 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.
 10. County reserves the right to accept or reject any or all bids.
 11. Costs are to be net F.O.B., County Prepaid.
 12. 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.
 13. 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.
 14. 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.
 15. **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 Number and Contract Number (if any)
 - d) Notation - "Hidalgo County-SECURITY GUARD SERVICES" Descriptive 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:

Elizabeth Cano, Accounts Payable Supervisor
 Hidalgo County Auditor's Office
 2808 S. Business Hwy 281
 Edinburg, Tx 78539
 (956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM _____, 2012
 Award of Contract _____, 2012
 Commence Work or Deliver Products _____, 2012

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.

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 there under, 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.
24. 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.
25. 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.
26. 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 to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with 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.
28. 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.
29. 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
“Security Guard Services”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
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

"Security Guard Services"

RFB No.: 2012-046-00-00-SMA

NIGP Commodity Code No.: 990-6 Security Guard Services

OVERVIEW:

The County of Hidalgo is seeking qualified vendor(s) to render Security Guard Services for HIDALGO COUNTY. Services will be required on Monday-Sunday; hours will be determined by Assignee and/or location on an as needed basis.

SCOPE OF SERVICES

- a) Bidder(s) will be required to provide security guard services at the direction of Hidalgo County Constable Precinct No. 4- for several locations involved in this project. Security Guard Services will be: Mondays - Sunday. Times will be designated by need and location.
- b) The point of contact for designation of assignment(s) for Hidalgo County-Security Guard Services will be the following department: Attn: Joel Rivera, Eddie Guerra, Constable Precinct 4, 2814 S. Bus. Hwy 281, Edinburg, TX 78539, (956)383-8560
- c) Bidder and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.
- d) Contractor must ensure coverage if and when security officers are given a meal break.
- e) Bidder will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.
- f) Bidder will be ready to commit and activate any or additional security services in an event of an "**Emergency Disaster**" which "Emergency" may include power outages, riots, civil disobedience, etc., and "**Disasters**" will be acts of God such as hurricanes, floods, tornados, etc.

REQUIREMENTS/SPECIFICATIONS:

UNDERSTANDING OF THE PROJECT:

Bidder must provide uniformed, armed and unarmed security guard services to ensure an orderly and safe environment at various locations and/or sites throughout Hidalgo County on an as needed basis. Hidalgo County has the option to add or delete additional sites and/or locations.

WORK SCHEDULES/LOCATIONS:

	LOCATION/SITE	TIME/DAYS	UNARMED Security Officer	ARMED Security Officer
1.	Parking Lot Square 100 N. Closner Edinburg, Tx	Monday – Friday 7:00 a.m. to 6:00 p.m. Mondays or as scheduled an additional officer is needed from 7:00 a.m. to 6:00 p.m. --Jury Selection Department will require an additional guard	1	no
2.	Administration Annex 100 E.Cano Edinburg, Tx	Monday-Friday 7:00 a.m. to 7:00 p.m.	1	no
3.	430 th District Court (Hon. Israel Ramon, Jr) parking lot 111 S. 9 th street Edinburg, Tx	Monday-Friday 7:00 a.m. to 6:00 p.m.	no	1
4.	San Carlos Warehouse E. 17 & 6 th Street San Carlos	Monday – Friday 10 p.m. to 7 a.m. Saturday, Sunday and Holidays 24/hr	no	1
5.	Adult Probation Facility 3100 S. Bus. 281 (Building B) Edinburg, Tx	Monday--Friday 8:00 a.m. to 7:00 p.m.	1	no
6.	Hidalgo County Precinct #2 Alamo Road Community Center 1429 S. Tower Road Alamo, Tx	Monday--Sunday 9:00 p.m. to 6:00 a.m.	no	1
7.	Substance Abuse Facility (known as Boot Camp)-Corner of Schunior & “M” Rd. Edinburg, Tx	Saturday --12:30 p.m.-3:30 p.m.	1	no

SECURITY OFFICERS

Must have current licenses and permits for all security guard personnel as mandated by local, state and federal requirements

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.
2. Insurance Certification;
3. Ability to meet all requirements of the bid;
4. Competence, knowledge and experience of the security officers that will be providing the services.

Hidalgo County reserves the right to reject any bids which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor’s status as a bonded provider of security services.

BID RATE

Bids submitted must be on a **“PER HOURLY RATE PER DAY”** for armed and non-armed security officers.

Insurance Requirements

Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in :
Insurance Requirements: See Exhibit “C” attached hereto.

NUMBER OF COPIES TO BE SUBMITTED

Hidalgo County requires **one (1) original submittal and three (3) copies.**

BIDS SUBMITTED TO:

Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business 281(New Administration Building) Edinburg, Texas 78539

PRE-BID CONFERENCE:

There will be a **“Pre-Bid Meeting”** scheduled for **Wednesday, _____, 00, 2012, at 2:00 P.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas.

SUBMITTAL DEADLINE:

Sealed bids will be accepted until **9:30 A.M., Wednesday, _____, 2012.** **ANY RFB’S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

RFB QUESTIONS AND ANSWERS:

Any and all questions, inquires, clarifications regarding the specifications/requirements/scope of services or request for bid procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Tuesday, _____, 2012 at 5:00 p.m.** Responses will be sent to all applicants by **Friday, _____, 2012.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

BIDDER’S AFFIDAVIT

Respondents to this RFB must submit a signed Bidder’s Affidavit (attached herein in Exhibit “D”) certifying that the submission is (1) not the result of Collusion as described in the Bidder’s Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder’s Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder’s Affidavit.

NON-DISCRIMINATION

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing

Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

BIDS DELIVERY

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

REQUEST FOR BIDS

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB.

CONTENTS

The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

GENERAL TERMS AND CONDITIONS

1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.
2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Any contract awarded to a successful proposer 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.
4. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
5. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.
6. 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.

From: [Josephine L. Ramirez](mailto:Josephine.L.Ramirez@da.co.hidalgo.tx.us)
To: "Martha Salazar"
Cc: "Evangelina Garcia"
Subject: RE: Review as to form by legal
Date: Thursday, May 03, 2012 10:32:25 AM
Attachments: [DRAFT CONTRACT-security services revised.doc](#)

I made a few revisions to the attached contract (under the provision on the term of the agreement – see highlighted). Also, I changed the approval as to form for my signature.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 03, 2012 9:56 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Evangelina Garcia'
Subject: FW: Review as to form by legal
Importance: High

Ms. Josephine:
Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, May 03, 2012 8:46 AM
To: 'Martha Salazar'
Subject: Review as to form by legal

Good Morning Marty:
I'm not sure if I had previously sent this to you or not, so please forward to legal for review as to form of document including the specifications to the draft contract.

Thank you

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

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 **July 14, 2012** and ending on **July 13, 2013**. 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 **for** 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 South 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.

18. 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.

ATTEST:

Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By: _____
Josephine Ramirez Solis
Assistant District Attorney, County Affairs

APPROVED BY COMMISSIONES COURT: _____

DRAFT

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

DRAFT

**EXHIBIT “B”
VENDOR’S BID**

DRAFT

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

DRAFT