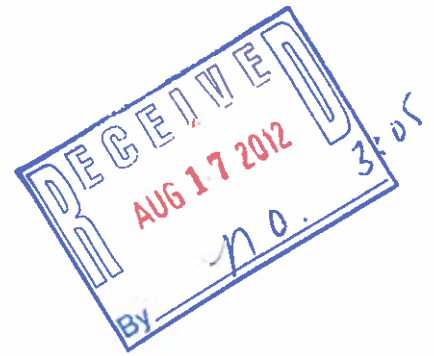




Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Department's Approval)

TO: ALL DEPARTMENT HEAD and/or Assigned Personal

FROM: Sandra Montalvo, Buyer II *SMA*
 Hidalgo County Purchasing Department

DATE: August 16, 2012

RE: Approval or Disapproval of Specifications for: Bid No. -2012-198-00-00-SMA-Hidalgo County-"Sign Language Interpreting Services for Hearing Impaired (Courtroom and 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 checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes / No / _____
 Other (specify) _____

BUDGET ACCOUNT: 2-1100-421-00-280-001-0-339

 AUTHORIZED SIGNATURE	<u>Rene Gonzalez</u> PRINTED NAME	<u>HC50</u> DEPARTMENT	<u>8-17-12</u> 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, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures

v



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
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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: 2-1100-423-60-330-002-0-339

	Samuel Buddy Sika, Jr.	Purchasing Department	8-20-12
AUTHORIZED SIGNATURE	PRINTED 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, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures



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 Hidalgo County Purchasing Department

DATE: August 16, 2012

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

RECEIVED BY
 COUNTY AUDITOR
 2012 AUG 28 AM 10:40

FUNDS AVAILABILITY: Yes / No /

BUDGET ACCOUNT: 831

	<i>Gina Moreno</i>	<i>449th D/C</i>	<i>8/24/2012</i>
AUTHORIZED SIGNATURE	PRINTED 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, Friday, August 24, 2012 @ 10:00 a.m.

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

RECEIVED
 SEP 04 2012
 By *Name*

MEMORANDUM
 (Department's Approval)

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FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: August 16, 2012

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

FUNDS AVAILABILITY: yes Yes / _____ No / _____
 Other (specify) _____

BUDGET ACCOUNT: 2-1297-423-00-320-002-339

<i>Arnold K. Patrick</i>	Arnold K Patrick	Adult Probation	9/4/12
AUTHORIZED SIGNATURE	PRINTED 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, Friday, August 24, 2012 @ 10:00 a.m.

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 New Administration Building
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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: 2-1100-412-00-026-001-0-851

	Albert Garcia	CC # 6	8-24-12
AUTHORIZED SIGNATURE	PRINTED 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, Friday, August 24, 2012 @ 10:00 a.m.

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 (956) 318-2626/ Fax: (956) 318-2629

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FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: August 16, 2012

RE: Approval or Disapproval of Specifications for: Bid No. -2012-198-00-00-SMA-Hidalgo County-"Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom)"

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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: 1100 - 444 - 00 - 240 - 001 - 0 - 339

AUTHORIZED SIGNATURE	Dairen Sarmiento PRINTED NAME	Director DEPARTMENT	8/23/12 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, Friday, August 24, 2012 @ 10:00 a.m.

Enclosures

Bid No: 2012-198-00-00-SMA

Buyer: Sandra Montalvo

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

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)

*“Sign Language Interpreting Services for Hearing Impaired-
(Courtroom and Non-Courtroom)
Bid No.:2012-198-00-00-SMA*

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) Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom”* 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-2012-198-00-00-SMA-“Hidalgo County) Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom”* 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, _____, 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.2012-198-00-00-SMA-“Hidalgo County) Sign Language Interpreting Services for Hearing Impaired (Courtroom and Non-Courtroom”*

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

- 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

*“Hidalgo County) Sign Language Interpreting Services for Hearing Impaired
(Courtroom and Non-Courtroom”*

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

“Sign Language Interpreting Services for Hearing Impaired-(Courtroom and Non-Courtroom)

Bid No.:2012-198-00-00-SMA

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
4. Vendor must work closely with County personnel to ensure full participation by all hearing impaired persons in the relationship with the County.
5. 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
6. 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.
7. 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.
8. Vendor must maintain a detailed record regarding each assignment placed against the contract.
9. Vendor shall ask for a purchase order number for the services rendered that will be requested by authorized County personnel.

10. If vendor fails to honor the promised assignment date for any reason shall result in the provision of a like period of services for the County at no charge.
11. After bid is awarded and low bidder s default s 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.
12. If Vendor fails to honor scheduled assignments this may result in contract termination.
13. 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.
14. Vendor shall be on a cost per hour for interpreting services from the time that the interpreter arrives at the location 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, this 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:

- 1) 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.
- 2) The Vendor must be able to provide interpreters within two (2) hours of receiving request for emergency services.
- 3) 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.
- 4) 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.
- 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.

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.

ADDITIONAL INFORMATION:

- 1) 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.
- 2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
- 3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, month, date, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, month date , 2012 by 5:00 p.m.

EXHIBIT "B"

Bid Page

HIDALGO COUNTY

“Sign Language Interpreting Services for Hearing Impaired-(Courtroom and Non-Courtroom)

Bid No.:2012-198-00-00-SMA

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

Prices shall include all costs associated with the provision of all services, including administrative fees, if any, and local travel related costs.

<u>BUSINESS HOURLY RATES</u> (Scheduled at least 24 hours in Advance) Monday through Friday (8:00 am-6:00p.m.)	
Non-Courtroom Interpreting Assignments \$ _____ hourly rate	Courtroom Interpreting Assignments \$ _____ hourly rate
<u>BUSINESS HOURLY RATES</u> (Scheduled less than 24 hours in advance) Monday through Friday (8:00 am-6:00p.m.)	
Non-courtroom Interpreting Assignments \$ _____ hourly rate	Courtroom Interpreting Assignments \$ _____ hourly rate
<u>EXTENDED SERVICE HOURLY RATES</u> (Between 6:00pm and 8:00am,) Monday through Friday and Weekends	
Non-courtroom Interpreting Assignments \$ _____ hourly rate	Courtroom Interpreting Assignments \$ _____ hourly rate
<u>EMERGENCY/ HOLIDAYS</u> (as defined by the Texas Commission for the Deaf and Hard of Hearing) Emergency interpreting service 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 apply to any Federal or County observed holiday.	
Non-courtroom Interpreting Assignments \$ _____ hourly rate	Courtroom Interpreting Assignments \$ _____ hourly rate

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

From: [Rocio Villarreal](mailto:Rocio.Villarreal@co.hidalgo.tx.us)
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: 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.



THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-198-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2012 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and _____ a Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for “Sign Language Interpreting Services For Hearing Impaired (Courtroom & Non-Courtroom) (AS NEEDED BASIS)” for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the “RFB”) and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the RFB, the Commissioners’ Court of County awarded the bid 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 agrees that this Contract is entered into in order to provide the Services to locations at 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 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 _____, 2012 and ending on _____, 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, which 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

DRAFT