



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

MEMORANDUM
 (APPROVAL OF 2013 SPECIFICATIONS)

To: Lt. Richard Ozuna III
 Hidalgo County Adult Detention Facility

Attn: Juan Tapia Procurement Specialist

From: Sandy Suarez, Buyer II
 Hidalgo County Purchasing Department

Date: October 17, 2012

Re: Approval or Disapproval of Specifications for: RFB NO.: -2013-007-00-00-SGS Hidalgo County Sheriff's Office-"Electrical Security System Maintenance and Repair Service"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary 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# 4860.

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

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 2-1100-423-21-280-002-0-432

	Comdr. R. Gonzalez	HC50	11/01/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than **OCTOBER 26, 2012 @ 1:00 P.M.**

Enclosures

EXHIBIT "A" REVISED
HIDALGO COUNTY SHERIFF'S OFFICE
"Electronic Security System Maintenance and Repair Service"
RFB NO.: 2013-007-00-00-SGS

The County of Hidalgo Sheriff's Office is seeking to contract with a qualified bidder to conduct "**Electronic Security System Maintenance & Repair Service**" on an "As Needed Basis" including, but not limited to, the following:

Requirements/Specifications

1. All costs and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
2. Vendors submitting bid must warranty all services performed/parts.
3. Vendor shall have been in business (in this field) for a minimum of three (3) years
4. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:
 - A). Company
 - B). Contact Person
 - C). Phone Number
 - D). Work Performed
 - E). Contract Term
5. **All prices** for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up; (if applicable). Any and all additional fees should be included in bid price. (Exhibit "B").
6. Costs are to be net F.O.B. County Prepaid.
7. All billing invoices must be itemized (i.e. parts, labor, etc....) on all work performed
9. Any/all supporting documentations for travel must be submitted with all invoices.
 - All billing for travel time must be itemized (i.e. air travel, lodging, car rental, meals, mileage etc.)
 - **Copies of original receipts** for all travels expenses must be provided with your invoice
10. Vendor submitting bid must use authorized service technicians and parts.
 - A). Manufactured through Montgomery Technology Incorporated (MTI), Hardware and software:
 1. System interface control panel boards
 2. Touch screen monitor systems
 3. Opening and/or closing jail door electronic locking system
 4. Cameras and intercom systems programmable logic controllers
 5. **All MTI parts, products, components; including hardware and/or software for system must be Backward Compatible (equal to or better), to the existing MTI system.**

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6. Any new technology must be able to be integrated into the existing system.
7. The following MTI parts and products listed below, but not limited too, must be available on a repair or replace basis and must be **"Backward Compatible"** to the existing system: (equal to or better)

HP Compaq computers w/software program installed by MTI	RS-422 converters	amps
PLC 2000 Plus (102612DBI).	V-link Ethernet serial server	camera & speaker control boards
Mux board	Graphic panel (flat push button & key pad	control wire (20, 18, 16, 14-awg shield 2, 4, 6 pair conductor wire and/or cat 5 plenum)
locking boards	switches	wire terminating devices (wire nut, spade connectors, wire connectors, terminating blocks)
locking relays	power supply 12-DC	And/ or any part made by MTI or for MTI use in the door control system.
decoder boards	backup power supplies	
relay's	microphones	
graphic panel PLC processors	speakers	
Can routers (102612DBI) network drivers	analog audio modules	

8. All work being performed on the electronic security system must be marked and identified with tape, labels etc. (i.e. not in use, change in system, changes to the wires etc.) A copy of all changes to programs or downloading information must be copied to a USB drive provided by the Sheriff's Maintenance Shop.
9. All parts used must meet the original Manufactures specs (MTI) and/or their subsidiaries. (equal to or better)
10. **If at any time**, a part or product is no longer available or being made by the Manufacturer; a letter must be sent from the original manufacturer (MTI) or their subsidiaries; to the Sheriff's Maintenance Shop, notifying them of this matter.

B). Vendor must also be available for troubleshooting via telephone.

C). Vendor must be able to respond within a reasonable time for onsite repairs.

1. Call Response time – on a Regular hour basis: _____ hours.
2. Call Response time – on an Emergency basis: _____ hours.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specification is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

Terms & Conditions

1. The term of the contract will be for one (1) year with the county's option to extend additional one (1) year under the same rates, terms and conditions.
2. 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 next contract term.
3. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.
4. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to

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EXHIBIT C).

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
7. Hidalgo County reserves the right to reject any or all bids submitted, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.
8. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.
9. The contract shall remain in effect until: a) contract expires, b) delivery/completion of services ordered or c) terminated by either party with a thirty (30) day written notice prior to any cancellation.
10. After bid is awarded and low bidder(s) defaults in meeting the general instructions to bidders and/or comply with contract agreement. Hidalgo County reserves the right to seek services from the next low bidder. In such event, County will charge the successful bidder the difference for any additional cost of such item.
11. Bidder(s) agrees that to the extent an item(s) is not available from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
12. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.
13. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

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- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter.

Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices

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relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional information

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha I. Salazar, CPPB, purchasing agent, postal/ mailing: 2812 S. Business Highway 281, new administration building, Edinburg, Texas 78539 Telephone **inquiries will not be accepted.**

All written inquiries will be accepted via facsimile no later than, Wednesday Month 00, 2012, by 5:00 P.M. responses to said inquiries will be sent to all applications via facsimile by no later than, Friday, Month 00, 2012, by 5:00 P.M.

Changes for the following Memorandum

- A) **Manufactured through Montgomery Technology Incorporated Hardware and software:**
- 1. System interface control panel boards.**
 - 2. Touch screen monitors systems.**
 - 3. Opening and / closing jail door electronic locking systems.**
 - 4. Cameras and intercom system programmable logic controllers.**
 - 5. The following parts for this system must be (BACKWARDS COMPATIBLE) to the existing system. MTI part and products**
 - 6. All components must be compatible with the MTI system. Any new technology must be able to be intergraded in to the existing system. All components (hardware & or software) MUST BE BACKWARD COMPATIBLE.**
 - 7. The following part must be available on a repair or replace base, the following parts are listed: Hp Compaq computers with soft ware program installed by MTI, PLC 2000 Plus (102612DBI), Mux board, locking boards, locking relays, decoder boards, relay's, graphic panel PLC processors, Can routers (102612DBI) network drivers, RS-422 converters, V-links Ethernet serial server, graphic panel (flat push button & key pad), switches, power supply 12-DC, back up power supplies, microphones, speakers, analog audio modules, amps, Camera & speaker control boards, control wire (20,18,16,14 - awg shield 2,4,6, pair conductor wire & or cat 5 plenum), wire terminating devices (wire nut, spade connectors, wire connectors, terminating blocks) and or any parts made by MTI or for MTI use in the door control system.**
 - 8. All work done to system must mark. A copy of any changes must be given to the Sheriff Maintenance shop.**
 - 9. All part used must meet the original Manufactures specs (MTI) and or there subsidiaries.**
 - 10. If any part's are no longer being made by the manufactory. There must be a letter from the original manufacture (MTI) or there subsidiaries stating this part is not longer being made.**

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2. Vendors submitting bid must warranty all services performed/parts.
3. Vendor shall have been in business (in this field) for a minimum of three (3) years
5. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:
 - A). Company
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6. **All prices** for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up; (if applicable). Any and all additional fees should be included in bid price. (Exhibit "B").
7. Costs are to be net F.O.B. County Prepaid.
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Hardware and software:
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- C). Vendor must be able to respond within a reasonable time for onsite repairs.
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Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

Terms & Conditions

1. The term of the contract will be for one (1) year with the county's option to extend additional one (1) year under the same rates, terms and conditions.
2. 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 next contract term.
3. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.
4. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
7. Hidalgo County reserves the right to reject any or all bids submitted, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.
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12. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

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 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
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Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional information

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, purchasing agent, postal/mailling: 2812 S. Business Highway 281, new administration building, Edinburg, Texas 78539 Telephone **inquiries will not be accepted.**

All written inquiries will be accepted via facsimile no later than, Wednesday Month 00, 2012, by 5:00 P.M. responses to said inquiries will be sent to all applications via facsimile by no later than, Friday, Month 00, 2012, by 5:00 P.M.

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"Electronic Security System Maintenance & Repair Service"
BID OPENING DATE:
MONTH 00, 2013

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE-"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"** 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: 2013-007-00-00-SGS HIDALGO COUNTY SHERIFF'S OFFICE-"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., MONTH 00, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB: 2013-007-00-00-SGS HIDALGO COUNTY SHERIFF'S OFFICE-"ELECTRONIC SECURITY SYSTEM MAINTENANCE & REPAIR SERVICE"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
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 (if any)

d) Notation - HIDALGO COUNTY SHERIFF'S OFFICE-
"ELECTRONIC SECURITY SYSTEM MAINTENANCE &
REPAIR SERVICE" 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:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
ATTN.: Accounts Payable Department
(956) 383-8114

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	<u>MONTH 00, 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

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.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement 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.

28. 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.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"ELECTRONIC SECURITY SYSTEM MAINTENANCE
& REPAIR SERVICE"
Bid No: 2013-007-00-00-SGS

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____