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

January 29, 2013

James L. Ewing, Vice President
South Texas Communications, Inc
709 East Pecan Street
McAllen, Texas 78501
(956) 687-8591

via email jlewing1@stcradios.com
via facsimile (956) 687-1735
via certified mail

Re: ***Renewal/Extension for Contract# E-12-075-02-21 (C-10-272-02-08) - "Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis) - Hidalgo County Sheriff's Office***

Dear Mr. Ewing:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(second 2nd year)** of the additional three (3) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: _____
James E. Ewing, Vice President

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

SOUTTEX-18 YALONSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Shepard Insurance Agency PO Box 4288 McAllen, TX 78502	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Ins Co	SCOT
INSURER B : American Hallmark Ins Co of TX	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

South Texas Communications, Inc. P.O. Box 3712
P.O. Box 3712
McAllen, TX 78502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPS1722435	1/1/2013	1/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			44-CL-431726-08	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AHWC0225	2/1/2012	2/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Garage Keepers			CPS1722435	1/1/2013	1/1/2014	Per Event	45,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept. Attn: Elena
100 E. Cano Street
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

January 31, 2012

E-12-075-02-21

James L. Ewing, Vice President
South Texas Communications, Inc
709 East Pecan Street
McAllen, Texas 78501
(956) 687-8591

via email jlewing1@stcradios.com
via facsimile (956) 687-1735
via certified mail

Re: Renewal/Extension for Contract #C-10-272-02-08 - "Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis) - Hidalgo County Sheriff's Office

Dear Mr. Ewing:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (First 1st Year) of the additional Three (3) One (1) Year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: James L Ewing
James E. Ewing, Vice President

Date: 2/8/2012

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Yolanda Alonso
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS: yolandaa@shepins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Scottsdale Insurance Company	41297
INSURER B :	American Hallmark Ins Co of TX	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED South Texas Communications, Inc.
P.O. Box 3712
McAllen, TX 78502

COVERAGES **CERTIFICATE NUMBER:** 12/13 Master-All LOB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPS1522316	01/01/2012	01/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			44-CL-431726-07	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AHWC0225	02/01/2012	02/01/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Garagekeepers			CPS1522316	01/01/2012	01/01/2013	$45,000 Per Event Limit $500 Per Auto/$2,500 Maximum Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
FAX: 318.2629

Hidalgo County Purchasing Dept.
Attn: Elena
100 E. Cano Street
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kent Shepard/CL03

© 1988-2010 ACORD CORPORATION. All rights reserved.

CC Approved on 2/21/2012

AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
February 21, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **Approval of check register and payment of claims and bills -** (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

approved

2. **2012 Intradepartmental transfers:**

A. **AI-30909** 2012 - 92nd District Court (1100)

B. **AI-30921** 2012 - County Clerk (1100)

C. **AI-31004** 2012 - Facilities Mgmt. (1100)

D. **AI-30924** 2012 - I.T. Department (1100)

E. **AI-30963** 2012 - Budget & Mgmt. (1100)

F. **AI-30972** 2012 - Fire Marshal (1100)

all approved

CC Approved on 2/21/2012

CC Approved on 2/21/2012

The Hon. Rosa Trevino, Justice of the Peace	$	75,861.00	September 2011
The Hon. Bobby Contreras, Justice of the Peace	$	70,957.95	November 2011
The Hon. Rosa Trevino, Justice of the Peace	$	68,781.69	November 2011
The Hon. Homero Jasso, Justice of the Peace	$	22,228.25	December 2011
The Hon. Armando Barrera Jr., Tax Assessor/Collector	$	51,214,012.89	December 2011
The Hon. Guadalupe Trevino, Hidalgo County Sheriff	$	315,669.04	December 2011

11. Purchasing Dept:

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT (S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. AI-30886 Requesting authority to advertise Request for Proposal (RFP) with approval of procurement packet (i.e. legal notice, requirements/specifications, etc.) attached hereto for "Hidalgo County-Vending Machine Services" including the inclusion of the attached recommended additions from Auditor's office to packet subject to legal revie RFP No.: 2012-031-SMA.

approved

B. AI-30683 Patricio Avila, Director of Road & Bridge, Hidalgo County, Precinct One is formally requesting the removal of the following Fixed Assets from the inventory:

approved

Asset Nr.	Description	Serial Nr.	Cost
23023	Coffee Table	NONE	$387.00
41078	Bullet Camera	NONE	$3049.00
44538	Dell Computer	432YJ81	$1193.98
47626	Infocus Projector	1SAHHP32301873	$1015.26

CC Approved on 2/21/2012

CC Approved on 2/21/2012

C. AI-31007 Requesting authority to exercise the final year renewal option as provided under the current contract for "Registered Pharmacists Services" for Hidalgo County Health and Human Services, under the same rates, terms and conditions with David M. Castro. (C-10-001-03-16)

approved

D. AI-31000 1. Acceptance and approval of Certificate of Completion for the project Hidalgo County Precinct No. 1 -"Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 1" (2011-119A-MSS) as certified by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department.

approved

2. Requesting approval for final Payment Application No. 85511 in the amount of $179,785.64 from Facility Solutions Group, awarded contractor for the Hidalgo County Precinct No. 1 "Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 1" an Energy Efficiency and Conservation Block Grant (EECBG) project (2011-119A-MSS -PO No. 663959) as certified for payment by project engineer, Mr. Raul Sesin, P.E., Hidalgo County Planning Department with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

E. AI-30985 Approval for Comdata Corporation/Transmontaigne Product Services, Inc. to add additional fuel card(s) and/or driver(s) for: Constable, Pct No. 2.

approved

F. AI-30978 1. Requesting authority to exercise the **first (1st) year** of the additional three (3)-one (1) year options to extend/renew as provided in the current contract for:"REPAIRS, INSTALLATION & REMOVAL OF RADIOS, COMPUTERS AND OTHER EMERGENCY MESCELLANEOUS EQUIPMENT" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SOUTH TEXAS COMMUNICATIONS, INC. effective 03/01/12;

approved

2. Requesting authority to exercise the **first (1st) year** of the additional nine (9) -one (1) year options to extend/renew as provided in the current contract for:"LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E Investments, INC. effective 03/01/12.

G. AI-30976 Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $ 5,900.00) for: Intersection of CR 3089 & Ponciana Drive within Hidalgo County Precinct #4 with L&G Consulting Engineers Inc. dba L & G Engineering to provide a "Multi-Way Stop Control Warranty Study" in connection to "on-call" contract #C-11-054-04-12.

approved

H. AI-30969 **Sheriff's Law Enforcement Office:**
Requesting authority to purchase staff portraits (4) 8"x10" at $15.00/each and

approved

CC Approved on 2/21/2012

APPROVED

AI-30978 **18. 0.**

CC CONSENT

Meeting Date: 02/21/2012

Submitted For: Martha L. Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the **first (1st) year** of the additional three (3)-one (1) year options to extend/renew as provided in the current contract for:"REPAIRS, INSTALLATION & REMOVAL OF RADIOS, COMPUTERS AND OTHER EMERGENCY MESCELLANEOUS EQUIPMENT" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SOUTH TEXAS COMMUNICATIONS, INC. effective 03/01/12;

2. Requesting authority to exercise the f**irst (1st) year** of the additional nine (9)-one (1) year options to extend/renew as provided in the current contract for:"LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E Investments, INC. effective 03/01/12.

BACKGROUND

Extension Letter - South Texas Communications, Inc.-C-10-272-02-08
Extension Letter - O.E. Investmens, Ltd.-C-11-026-03-21

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-423-21-280-002-0-432

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 2-10-12 $65,439.34

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-441

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2-10-12

Attachments

Extension-South Texas Comm-HCSO
Extension-O E Investments Ltd-HCSO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/08/2012 04:51 PM
Budget & Management	Merlen P. Munoz	02/09/2012 08:00 AM
Manuel Chapa	Manuel Chapa	02/10/2012 02:37 PM
Purchasing Department	Marty Salazar	02/08/2012 04:51 PM
Budget & Management	Merlen P. Munoz	02/09/2012 08:00 AM
Manuel Chapa	Manuel Chapa	02/10/2012 02:37 PM
Auditor's Office		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-272-02-08

THIS CONTRACT is made and entered into this 8th day of **February, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **South Texas Communications, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, 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 agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **March 1, 2011** and expiring on **February 29, 2012** and may be extended at the sole discretion of the County for an **additional three (3) one (1) year terms** under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses,

qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: The County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: South Texas Communications, Inc
Attention: James L. Ewing, Vice President
709 East Pecan Street
McAllen, Texas 78501

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.

WITNESS our hands in duplicate originals this 8th day of February, 2011.

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

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 2-8-11

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
South Texas Communications, Inc.

By: _____

Printed Name: James L. Ewing

Title: Vice President

EXHIBIT "A"

REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

DECEMBER 13, 2010

(Company's Name. Address, City & State)

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"Hidalgo County Sheriff's Office - Repair, Removal and Installation of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment"**
Bid No: 2010-272-12-29-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE

"Hidalgo County Sheriff's Office - Repair, Removal and Installation Of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment

Bid No: 2010-272-12-29-SMA

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __7__ pages.**
4. **Exhibit "B" Bid Page, consisting of__3__ pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Service Contract, consisting of __10__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

December 13, 2010
Date

LEGAL NOTICE

REQUEST FOR BID

"HIDALGO COUNTY SHERIFF'S OFFICE

"Hidalgo County Sheriff's Office - Repair, Removal and Installation Of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment

Bid No: 2010-272-12-29-SMA

Bid No: 2010-272-12-29-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext, 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"

BID OPENING DATE
December 29, 2010 @ 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

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"** 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-2010-272-12-29-SMA HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"** 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, DECEMBER 29, 2010. 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 "REQUEST FOR BIDS-2010-272-12-29-SMA-"HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"**

   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 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 o 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 - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"** 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:

Attn: Anecleto "Sonny" Martinez
HIDALGO COUNTY SHERIFF'S OFFICE
711 El Cibolo
Edinburg, Texas 78539
(956)383-8114

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**December 29, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- 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

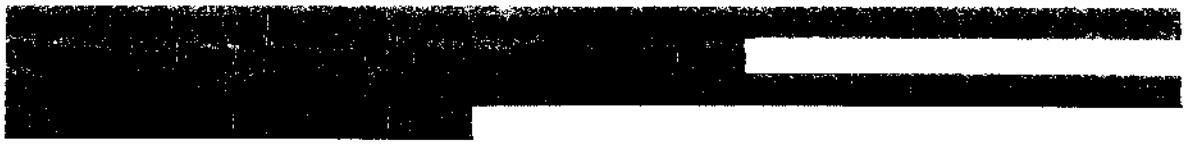
application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- 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.



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 thereunder, 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 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.

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

"HIDALGO COUNTY SHERIFF'S OFFICE - REPAIR, REMOVAL AND INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTERS AND OTHER MISC. EMERGENCY EQUIPMENT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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 Sheriff's Office

"Repair, Removal and Installation of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment"

Bid No: 2010-272-12-29- SMA

PROJECT OVERVIEW:

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor to conduct all " REPAIRS, REMOVAL, INSTALLATION OF EMERGENCY EQUIPMENT, RADIOS, COMPUTER & OTHER MISCELLANEOUS EMERGENCY EQUIPMENT on an as needed basis including, but not limited to the following:

SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS

1) All costs and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2) This bid will be for emergency equipment, radios & miscellaneous equipment that is currently installed in or will be installed in emergency vehicles only. This bid contract will not include repairs to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

3) Awarded vendor(s) will maintain all insurance certificates and its limits throughout the contract term (refer to **EXHIBIT C** for limits).

4) Awarded vendor shall have been in business (in this field) for a minimum of three (3) years.

5) A list of a minimum of five (5) 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 Preformed
   F). Contract Term (If Applicable)

6) Vendors submitting bid will use only experience service technicians in performing all repairs installations and removals with at least three (3) years experience.

7) If the distance from site A., (Sheriff's Office or other), and site B, (vendors location), is more than twenty (20) miles one way, the Sheriff's Office will request assistance from the vendor in the transportation of unit(s) at no additional charge to Hidalgo County.

8) Vendors submitting bid shall have a covered working area to protect vehicles and equipment against inclement weather while conducting installations or removals.

9) Vendor(s) submitting bid must be able to schedule and complete a vehicle installation in two (2) working days and a removal in one (1) working day.

10) Vendor(s) submitting bid will be able to service a fleet size of over three- hundred (300) units or more.

11) Vendor(s) submitting bid will be able to work on multiple (example: three (3) or more) vehicles at one given time.

12) Vendor(s) submitting bid will be able to refurbish and/or repair any and all non-working overhead lightbars, radios, sirens and miscellaneous equipment unless equipment is beyond repair.

13) Hidalgo County may utilize state contracts if it is in the county's best interest to do so.

14) Vendor(s) submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.

15) Vendor(s) submitting bid will have the proposed facility insured for damages, losses resulting in theft, fire, employee negligence or hazardous weather conditions. (Garage Keepers Insurance)

16) Awarded vendor(s) will be responsible for vehicles and/or equipment that are damaged or vandalized while in their control.

17) Vendor(s) must have an area to keep vehicles secured for overnight and weekends.

18) Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County.

19) Vendors submitting bid must guarantee work performed on vehicles shall be for a period of at least ninety (90) days on vehicle.

20) Vendors submitting bid must be able to conduct installations or removals at the Sheriff's Office on an emergency basis. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call.

21) Interested vendor(s) are welcome to make arrangements with the purchasing department to examine fleet vehicles prior to bid opening date.

22) Bid price for repairs, installations and removals shall include consideration for time and labor.

23) The term of the contract will be for one (1) year with the county's option to extend for three (3) additional one (1) year terms under the same rates, terms and conditions.

24) 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.

PART I – REPAIRS

Equipment used can change on a day-to-day basis depending on new product lines available. The list below is to let you identify what type of equipment you may be repairing and not limited to the scope of repairs to these items. The repairs will be for everything installed or assigned specifically to police units, marked units and unmarked units that is considered emergency equipment. Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets. Any and all new equipment acquired by the Sheriff's Office will be honored.

Hidalgo County Sheriff's Office has the following equipment installed in the vehicles:

a) ***RADIOS:***

- Police Radio- Truck/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Radio Frequency Program
- MOTOROLA APX-7500
- MOTOROLA CDM-1550 LS Plus
- MOTOROLA CDM-1250
- MOTOROLA PM 1500
- MACOM 7100 SERIES

b) ***SIRENS:*** .

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch

c) **ANTENNAS:** any and all new antennas acquired by the Sheriff's Office will be honored.

- Antenna roof mount
- Antenna window mount
- Antenna concealed mount
- Antenna tuning

d) ***LIGHTS & LIGHTBARS:*** any and all new light bars acquired by the Sheriff's office will be honored.

- Roof mount Light bar to include controller
- Directional light bar roof mount to include controller
- Directional light bar interior mount to include controller
- Whelen-light bar

e) ***OTHER:*** any and all new equipment acquired by the Sheriff's office will be honored.

- In car Video Camera System to include power supply
- Radars with Antennas
- Mobile Data Computers & power supply
- Computer mount/docking station
- Grille Lights (Halogen, LED or Strobe) push bar mount
- Grille Lights (Halogen, LED or Strobe) concealed mount
- Rear Deck Lights (strobe, LED or halogen) interior/exterior
- Dash Lights (strobe, led or Halogen) interior/exterior
- Prisoner Cages- front/rear
- Window Barriers
- Shotgun/Rifle Rack (all mounts & types)
- Shop Brackets for specialty designed light mounting
- Modem/GPS
- Fire extinguisher to include brackets
- Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)
- Strobe/LED power supplies
- Fuse panel
- Switch Panel
- K-9 Hotdog System
- K-9 Door Popper
- Wig-Wag Flasher
- Flash Light Charger

- Push Bumpers
- Center Console
- Vehicle Graphics
- Cut Off Stop Lights
- Cut Off Stop & backup lights
- Kill Switch
- Extra Outlets (eig. Lighter type)
- Switch Panel
- Charge Guard(to include relay)
- Shut down timer

PART II - REMOVAL DESCRIPTION

Below is the list of equipment (radios, antennas, sirens, light bars & other misc. equipment)to be removed but not limited to these items. The interested vendor must give the price per radio. All equipment removed must include power cables and interfaces. Any and all new equipment acquired by the Sheriff's Office will be honored.

a) ***RADIOS:***

- Police Radio- Truck/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Radio Frequency Program
- MOTOROLA APX-7500
- MOTOROLA CDM-1550 LS Plus
- MOTOROLA CDM-1250
- MOTOROLA PM 1500
- MACOM 7100 SERIES

b) ***ANTENNAS:*** (to include disguise antennas)

- Antenna roof mount
- Antenna window mount
- Antenna concealed mount
- Antenna tuning

c) ***SIRENS:*** Any and all new sirens acquired by the Sheriff's Office will be honored

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch

d) ***LIGHTS & LIGHTBARS:*** (to include power cable and control panels)

- Roof mount Light bar to include controller
- Directional light bar roof mount to include controller
- Directional light bar interior mount to include controller
- Whelen-light bar

e) **OTHER:**

- In car Video Camera System to include power supply
- Radars with Antennas
- Mobile Data Computers & power supply
- Computer mount/docking station
- Grille Lights (Halogen, LED or Strobe) push bar mount
- Grille Lights (Halogen, LED or Strobe) concealed mount
- Rear Deck Lights (strobe, LED or halogen) interior/exterior
- Dash Lights (strobe, led or Halogen) interior/exterior
- Prisoner Cages- front/rear
- Window Barriers
- Shotgun/Rifle Rack (all mounts & types)
- Shop Brackets for specialty designed light mounting
- Modem/GPS

- Fire extinguisher to include brackets
- Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)
- Strobe/LED power supplies
- Fuse panel
- Switch Panel
- K-9 Hotdog System
- K-9 Door Popper
- Wig-Wag Flasher
- Flash Light Charger
- Push Bumpers
- Center Console
- Vehicle Graphics
- Cut Off Stop Lights
- Cut Off Stop & backup lights
- Kill Switch
- Extra Outlets (cig. Lighter type)
- Switch Panel
- Charge Guard(to include relay)
- Shut down timer

PART III - INSTALLATION DESCRIPTION

Below is the list of equipment (radios, antennas, sirens, light bars & other misc. equipment) to be installed but not limited to. All installation for the equipment (radios, antennas, sirens, light bars & other misc. equipment) must include power cables and interfaces if needed. . Any and all new equipment (radios, antennas, sirens, light bars & other misc. equipment) acquired by the Sheriff's Office will be honored.

a) ***RADIO:***

- Police Radio- Truck/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Radio Frequency Program
- MOTOROLA APX-7500
- MOTOROLA CDM-1550 LS Plus
- MOTOROLA CDM-1250
- MOTOROLA PM 1500
- MACOM 7100 SERIES

b) ***ANTENNAS:*** (including disguise antennas) to include interface to the radios.

- Antenna roof mount
- Antenna window mount
- Antenna concealed mount
- Antenna tuning

c) ***SIRENS:***

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch

d) ***LIGHTS & LIGHT BAR:*** To include interface cables to console and include the installation and interface with switch panels.

- Roof mount Light bar to include controller
- Directional light bar roof mount to include controller
- Directional light bar interior mount to include controller
- Whelen-light bar

e) ***OTHER:***

- In car Video Camera System to include power supply
- Radars with Antennas
- Mobile Data Computers & power supply
- Computer mount/docking station
- Grille Lights (Halogen, LED or Strobe) push bar mount
- Grille Lights (Halogen, LED or Strobe) concealed mount

- Rear Deck Lights (strobe, LED or halogen) interior/exterior
- Dash Lights (strobe, led or Halogen) interior/exterior
- Prisoner Cages- front/rear
- Window Barriers
- Shotgun/Rifle Rack (all mounts & types)
- Shop Brackets for specialty designed light mounting
- Modem/GPS
- Fire extinguisher to include brackets
- Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)
- Strobe/LED power supplies
- Fuse panel
- Switch Panel
- K-9 Hotdog System
- K-9 Door Popper
- Wig-Wag Flasher
- Flash Light Charger
- Push Bumpers
- Center Console
- Vehicle Graphics
- Cut Off Stop Lights
- Cut Off Stop & backup lights
- Kill Switch
- Extra Outlets (cig. Lighter type)
- Switch Panel
- Charge Guard(to include relay)
- Shut down timer

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or 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. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN MONDAY, DECEMBER 20, 2010 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than Wednesday, DECEMBER 22 , 2010 BY 5:00 P.M.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Repair, Removal and Installation of Emergency Equipment, Radios, Computers and other Misc. Emergency Equipment"

Bid No: 2010-272-12-29- SMA

DESCRIPTION OF ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (per hour)
RADIOS:			
Police Radio trunk/rear mount to include speaker & mic	$	$	$
Police Radio dash mount to include speaker & mic	$	$	$
Police Radio concealed mount to include speaker & mic	$	$	$
Radio Frequency Program	$	$	$
SIREN:			
12 Volt Sirens	$	$	$
Siren Speakers Push Bar Mounted	$	$	$
Siren Speakers Concealed Mounted	$	$	$
Multi Function Siren Box	$	$	$
Undercover siren with position switch	$	$	$
ANTENNAS:			
Antenna roof mount	$	$	$
Antenna window mount	$	$	$
Antenna concealed mount	$	$	$
Antenna tuning	$	$	$
LIGHT & LIGHTBARS			
Roof mount Light bar to include controller	$	$	$
Directional Light bar roof mount to include controller	$	$	$
Directional Light bar interior mount to include controller	$	$	$
OTHER:			
In car Video Camera System to include power supply	$	$	$
Radars with Antennas	$	$	$
Mobile Data Computers & power supply	$	$	$
Computer mount/docking station	$	$	$
Grille Lights (Halogen, LED or Strobe) push bar mount	$	$	$
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$	$	$
Rear Deck Lights (strobe, led or halogen) interior/exterior	$	$	$
Dash Lights (strobe, led or Halogen) interior/exterior	$	$	$
Prisoner Cages front/rear	$	$	$
Window Barriers	$	$	$
Shotgun/Rifle Rack (all mounts & types)	$	$	$
Shop Brackets for specialty designed light mounting	$	$	$
Modem/GPS	$	$	$
Fire extinguisher to include brackets	$	$	$
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$	$	$
Strobe/LED power supplies	$	$	$
Fuse panel	$	$	$
Switch Panel	$	$	$
K-9 Hotdog System	$	$	$
K-9 Door Popper	$	$	$
Wig-Wag Flasher	$	$	$

DESCRIPTION OF ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (per hour)
Flash Light Charger	$	$	$
Push Bumpers	$	$	$
Center Console	$	$	$
Vehicle Graphics	$	$	$
Cut Off Stop Lights	$	$	$
Cut Off Stop & Backup Lights	$	$	$
Kill Switch	$	$	$
Extra Outlets (cig. Lighter type)	$	$	$
Switch Panel	$	$	$
Charge Guard (to include relay)	$	$	$
Shut down timer	$	$	$

List all Warranties:_____

ACKNOWLEDGMENT FORM

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 No: _____ FAX No: _____

E-MAIL ADDRES _____

CELLULAR No.: _____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD — **CERTIFICATE OF INSURANCE** — DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY GEN'L AGGREGATE PRODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [3]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

PURCHASING DEPARTMENT
County Of Hidalgo

December 16, 2010

RE: ADDENDUM NO.1
FOR RFB No: 2010-272-12-29-SMA "Hidalgo County Sheriff's Office-Repair, Removal And Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"

Dear Bidder(s):

Attached you will find **ADDENDUM NO. 1,** in connection with **"Hidalgo County Sheriff's Office"** Request for Sealed Bids for the **"Repair, Removal and Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet *LEGAL NOTICE page 3 paragraph 9.*

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than December 20, 2010 at 5:00 p.m. via e-mail to sandra.montalvo@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"Hidalgo County Sheriff's Office-Repair, Removal and Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"**

Thank you for your prompt attention to this matter.

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/sma
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
December 16, 2010

HIDALGO COUNTY SHERIFF'S OFFICE
"Repair, Removal and Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"

RFB NO. 2010-272-12-29-SMA

PLEASE NOTE THE FOLLOWING *CHANGES:*

1. REPLACE EXHIBIT "B"-Bid Page with *REVISED* EXHIBIT "B"-Bid Page, consisting of 3 pages.

I, _____, acknowledge receipt of ADDENDUM No.1 dated, December 16, 2010 for RFB NO.: 2010-272-12-29-SMA-**"HIDALGO COUNTY SHERIFF'S OFFICE-Repair, Removal and Installation of Emergency Equipment, Radios, Computers & Other Misc. Emergency Equipment"**

_____ _____
Print VENDOR's Name Date

EXHIBIT "B"-(revised)

Bid Page

Hidalgo County Sheriff's Office

"Repair, Removal and Installation of Emergency Equipment, Radios, Computers and other Misc. Emergency Equipment"

Bid No: 2010-272-12-29- SMA

Description Of Items	Removal Price	Installation Price	Repair Price (per hour)	Mark up rate with parts
RADIOS:				
Police Radio trunk/rear mount to include speaker & mic	$	$	$	
Police Radio dash mount to include speaker & mic	$	$	$	
Police Radio concealed mount to include speaker & mic	$	$	$	
Radio Frequency Program	$	$	$	
SIREN:				
12 Volt Sirens	$	$	$	
Siren Speakers Push Bar Mounted	$	$	$	
Siren Speakers Concealed Mounted	$	$	$	
Multi Function Siren Box	$	$	$	
Undercover siren with position switch	$	$	$	
ANTENNAS:				
Antenna roof mount	$	$	$	
Antenna window mount	$	$	$	
Antenna concealed mount	$	$	$	
Antenna tuning	$	$	$	
LIGHT & LIGHTBARS				
Roof mount Light bar to include controller	$	$	$	
Directional Light bar roof mount to include controller	$	$	$	
Directional Light bar interior mount to include controller	$	$	$	
OTHER:				
In car Video Camera System to include power supply	$	$	$	
Radars with Antennas	$	$	$	
Mobile Data Computers & power supply	$	$	$	
Computer mount/docking station	$	$	$	
Grille Lights (Halogen, LED or Strobe) push bar mount	$	$	$	
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$	$	$	
Rear Deck Lights (strobe, led or halogen) interior/exterior	$	$	$	
Dash Lights (strobe, led or Halogen) interior/exterior	$	$	$	
Prisoner Cages front/rear	$	$	$	
Window Barriers	$	$	$	
Shotgun/Rifle Rack (all mounts & types)	$	$	$	
Shop Brackets for specialty designed light mounting	$	$	$	
Modem/GPS	$	$	$	
Fire extinguisher to include brackets	$	$	$	
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$	$	$	
Strobe/LED power supplies	$	$	$	
Fuse panel	$	$	$	
Switch Panel	$	$	$	
K-9 Hotdog System	$	$	$	
K-9 Door Popper	$	$	$	
Wig-Wag Flasher	$	$	$	
Flash Light Charger	$	$	$	
Push Bumpers	$	$	$	
Center Console	$	$	$	

Description Of Items	Removal Price	Installation Price	Repair Price (per hour)	Mark up rate with parts
Vehicle Graphics	$	$	$	
Cut Off Stop Lights	$	$	$	
Cut Off Stop & Backup Lights	$	$	$	
Kill Switch	$	$	$	
Extra Outlets (cig. Lighter type)	$	$	$	
Switch Panel	$	$	$	
Charge Guard (to include relay)	$	$	$	
Shut down timer	$	$	$	

List all Warranties:

ACKNOWLEDGMENT FORM

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 No: _____ FAX No: _____

E-MAIL ADDRES _____

CELLULAR No.: _____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT "B"

VENDOR'S BID with BID TABULATION SHEET

EXHIBIT "B"-(revised)

Bid Page

Hidalgo County Sheriff's Office

"Repair, Removal and Installation of Emergency Equipment, Radios, Computers and other Misc. Emergency Equipment"

Bid No: 2010-272-12-29- SMA

Description Of Items	Removal Price	Installation Price	Repair Price (per hour)	Mark up rate with parts
RADIOS:				
Police Radio trunk/rear mount to include speaker & mic	$ 11.50	$ 40.00	$ 29.90	12.75%
Police Radio dash mount to include speaker & mic	$ 10.50	$ 25.00	$ 29.90	12.75%
Police Radio concealed mount to include speaker & mic	$ 21.00	$ 40.00	$ 29.90	12.75%
Radio Frequency Program	$ [illegible]	$ [illegible]	$ 29.90	12.75%
SIREN:				
12 Volt Sirens	$ 15.00	$ 25.00	$ 29.90	12.75%
Siren Speakers Push Bar Mounted	$ 12.50	$ 15.00	$ 29.90	12.75%
Siren Speakers Concealed Mounted	$ 12.00	$ 20.00	$ 29.90	12.75%
Multi Function Siren Box	$ 15.00	$ 25.00	$ 29.90	12.75%
Undercover siren with position switch	$ 15.00	$ 30.00	$ 29.90	12.75%
ANTENNAS:				
Antenna roof mount	$ 7.00	$ 10.00	$ 29.90	12.75%
Antenna window mount	$ 7.00	$ 10.00	$ 29.90	12.75%
Antenna concealed mount	$ 10.00	$ 20.00	$ 29.90	12.75%
Antenna tuning	$ —	$ —	$ 29.90	12.75%
LIGHT & LIGHTBARS				
Roof mount Light bar to include controller	$ 19.50	$ 50.00	$ 29.90	12.75%
Directional Light bar roof mount to include controller	$ 15.00	$ 50.00	$ 29.90	12.75%
Directional Light bar interior mount to include controller	$ 15.00	$ 50.00	$ 29.90	12.75%
OTHER:				
In car Video Camera System to include power supply	$ 15.00	$ 90.00	$ 29.90	12.75%
Radars with Antennas	$ 15.00	$ 60.00	$ 29.90	12.75%
Mobile Data Computers & power supply	$ 15.00	$ 40.00	$ 29.90	12.75%
Computer mount/docking station	$ 15.00	$ 40.00	$ 29.90	12.75%
Grille Lights (Halogen, LED or Strobe) push bar mount	$ 10.00	$ 25.00	$ 29.90	12.75%
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$ 10.00	$ 25.00	$ 29.90	12.75%
Rear Deck Lights (strobe, led or halogen) interior/exterior	$ 10.00	$ 25.00	$ 29.90	12.75%
Dash Lights (strobe, led or Halogen) interior/exterior	$ 10.00	$ 15.00	$ 29.90	12.75%
Prisoner Cages front/rear	$ 15.00	$ 30.00	$ 29.90	12.75%
Window Barriers	$ 10.00	$ 15.00	$ 29.90	12.75%
Shotgun/Rifle Rack (all mounts & types)	$ 10.00	$ 15.00	$ 29.90	12.75%
Shop Brackets for specialty designed light mounting	$ 10.00	$ 10.00	$ 29.90	12.75%
Modem/GPS	$ 10.00	$ 25.00	$ 29.90	12.75%
Fire extinguisher to include brackets	$ 5.00	$ 5.00	$ 29.90	12.75%
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 10.00	$ 20.00	$ 29.90	12.75%
Strobe/LED power supplies	$ 10.00	$ 15.00	$ 29.90	12.75%
Fuse panel	$ 10.00	$ 15.00	$ 29.90	12.75%
Switch Panel	$ 10.00	$ 20.00	$ 29.90	12.75%
K-9 Hotdog System	$ 10.00	$ 30.00	$ 29.90	12.75%
K-9 Door Popper	$ 10.00	$ 10.00	$ 29.90	12.75%
Wig-Wag Flasher	$ 10.00	$ 15.00	$ 29.90	12.75%
Flash Light Charger	$ 5.00	$ 10.00	$ 29.90	12.75%
Push Bumpers	$ 15.00	$ 25.00	$ 29.90	12.75%
Center Console	$ 15.00	$ 25.00	$ 29.90	12.75%

Description Of Items	Removal Price	Installation Price	Repair Price (per hour)	Mark up rate with parts
Vehicle Graphics	$ 100.00	$ 100.00	$ 29.50	12.75%
Cut Off Stop Lights	$ 10.00	$ 20.00	$ 29.50	12.75%
Cut Off Stop & Backup Lights	$ 15.00	$ 50.00	$ 29.50	12.75%
Kill Switch	$ 10.00	$ 10.00	$ 29.50	12.75%
Extra Outlets (cig. Lighter type)	$ 10.00	$ 10.00	$ 29.50	12.75%
Switch Panel	$ 10.00	$ 20.00	$ 29.50	12.75%
Charge Guard (to include relay)	$ 10.00	$ 20.00	$ 29.50	12.75%
Shut down timer	$ 10.00	$ 10.00	$ 29.50	12.75%

List all Warranties: One Year.

ACKNOWLEDGMENT FORM

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 South Texas Communications, INC

ADDRESS: 709 E. Pecan

CITY/STATE/ZIP CODE: McAllen, TX 78501

PHONE No: 956-687-8591 FAX No: 956-687-1735

E-MAIL ADDRES JLEWING1@STCRADIOS.COM

CELLULAR No.: 956-458-9895

PRINTED NAME: James L. Ewing

AUTHORIZED SIGNATURE: James L Ewing

TITLE: Vice President DATE: 12/16/2010

ACKNOWLEDGMENT FORM

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 South Texas Communications, INC.

ADDRESS: 709 E. Pecan

CITY/STATE/ZIP CODE: McAllen Texas 78501

PHONE No: 956-687-8591 FAX No: 956-687-1735

E-MAIL ADDRES JLEWING@STCRADIOS.COM

CELLULAR No.: 956-457-9895

PRINTED NAME: James L. Ewing

AUTHORIZED SIGNATURE: James L Ewing

TITLE: Vice President DATE: 12/29/2010

10

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID: Hidalgo County Sheriff's Office - Repair, Removal and Installation of Emergency Equipment, Radios, Computers and Other Misc. Emergency Equipment

[redacted] | **BID OPENING TIME: 9:30 A.M.**

BID NO: 2010-272-12-29-SMA | **BUYER: SANDRA MONTALVO**

	PARTICIPATING VENDORS					
	[redacted]	[redacted]	**SOUTH TEXAS COMMUNICATION McAllen, Tx**			
Description of Items			**REMOVAL PRICE**	**INSTALLATION PRICE**	**REPAIR PRICE (PER HOUR)**	**MARK UP RATE WITH PARTS**
RADIOS:						
Police Radio trunk/rear mount to include speaker & mic			$21.50	$40.00	$29.90	12.75%
Police Radio dash mount to include speaker & mic			$10.50	$25.00	$29.90	12.75%
Police Radio concealed mount to include speaker & mic			$21.50	$40.00	$29.90	12.75%
Radio Frequency Program			-------	-------	$29.90	12.75%
SIREN:						
12 Volt Sirens			$13.00	$25.00	$29.90	12.75%
Siren Speakers Push Bar Mounted			$12.00	$18.00	$29.90	12.75%
Siren Speakers Concealed Mounted			$12.00	$20.00	$29.90	12.75%
Multi Function Siren Box			$15.00	$25.00	$29.90	12.75%
Undercover siren with position switch			$15.00	$30.00	$29.90	12.75%
ANTENNAS:						
Antenna roof mount			$7.00	$10.00	$29.90	12.75%
Antenna window mount			$7.00	$10.00	$29.90	12.75%
Antenna concealed mount			$10.00	$20.00	$29.90	12.75%
Antenna tuning			------	------	$29.90	12.75%
LIGHT & LIGHTBARS						
Roof mount Light bar to include controller			$19.50	$50.00	$29.90	12.75%
Directional Light bar roof mount to include controller			$15.00	$50.00	$29.90	12.75%
Directional Light bar interior mount to include controller			$15.00	$50.00	$29.90	12.75%
OTHER:						
In car Video Camera System to include power supply			$18.00	$90.00	$29.90	12.75%
Radars with Antennas			$15.00	$60.00	$29.90	12.75%
Mobile Data Computers & power supply			$15.00	$40.00	$29.90	12.75%
Computer mount/docking station			$15.00	$40.00	$29.90	12.75%

Description of Items	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS
Grille Lights (Halogen, LED or Strobe) push bar mount	$10.00	$25.00	$29.90	12.75%
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$10.00	$25.00	$29.90	12.75%
Rear Deck Lights (strobe, led or halogen) interior/exterior	$10.00	$25.00	$29.90	12.75%
Dash Lights (strobe, led or Halogen) interior/exterior	$10.00	$15.00	$29.90	12.75%
Prisoner Cages front/rear	$15.00	$30.00	$29.90	12.75%
Window Barriers	$10.00	$15.00	$29.90	12.75%
Shotgun/Rifle Rack (all mounts & types)	$10.00	$18.00	$29.90	12.75%
Shop Brackets for specialty designed light mounting	$10.00	$10.00	$29.90	12.75%
Modem/GPS	$10.00	$25.00	$29.90	12.75%
Fire extinguisher to include brackets	$5.00	$5.00	$29.90	12.75%
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$10.00	$20.00	$29.90	12.75%
Strobe/LED power supplies	$10.00	$15.00	$29.90	12.75%
Fuse panel	$10.00	$18.00	$29.90	12.75%
Switch Panel	$10.00	$20.00	$29.90	12.75%
K-9 Hotdog System	$10.00	$30.00	$29.90	12.75%
K-9 Door Popper	$10.00	$10.00	$29.90	12.75%
Wig-Wag Flasher	$10.00	$15.00	$29.90	12.75%
Flash Light Charger	$5.00	$10.00	$29.90	12.75%
Push Bumpers	$15.00	$25.00	$29.90	12.75%
Center Console	$15.00	$25.00	$29.90	12.75%
Vehicle Graphics	$100.00	$100.00	$29.90	12.75%
Cut Off Stop Lights	$10.00	$30.00	$29.90	12.75%
Cut Off Stop & Backup Lights	$15.00	$50.00	$29.90	12.75%
Kill Switch	$10.00	$10.00	$29.90	12.75%
Extra Outlets (cig. Lighter type)	$10.00	$10.00	$29.90	12.75%
Switch Panel	$10.00	$20.00	$29.90	12.75%
Charge Guard (to include relay)	$10.00	$20.00	$29.90	12.75%
Shut down timer	$10.00	$10.00	$29.90	12.75%
LIST WARRANTIES:	ONE (1) YEAR WARRANTIES			

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME: Yolanda Alonso
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
South Texas Communications, Inc.
P.O. Box 3712
McAllen, TX 78502

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Scottsdale Insurance Company	41297
INSURER B:	American Hallmark Ins Co of TX	
INSURER C:	Texas Mutual Insurance Company	0060
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 11/12 All LOB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC			CPS1329483	01/01/2011	01/01/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			44-CL-431726-05	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0001197624-2010	02/01/2011	02/01/2012	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

FAX: 318.2629

Hidalgo County Purchasing Dept.
Attn: Elena
100 E. Cano Street
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kent Shepard/CL03

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AI-25157 **15.A.5.**

HCSO-Award of Bid/Contract-Repairs,Installation & Removal of Radios,Computers & Other Emergency Misc. Equipment

CC REGULAR

Date: 02/08/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department Sub-category: Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract documents to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office for the puposes of: "Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)- RFB No. 2010-272-12-29-SMA.

BACKGROUND

Bid Tabulation
Contract Doument #C-10-272-02-08-South Texas Communications, Inc.

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-432
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 2-4-11 $27,734.32
On an "as needed basis"

Attachments

Link: Contract Document C-10-272-02-08-South Texas Comm Inc-HCSO
Link: Memo Recommendation-HCSO/Bid Tabulation
Link: Email approval of Legal Counsel-Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	02/02/2011 04:02 PM	CREATED
1	Purchasing Department	Marty Salazar	02/04/2011 02:45 PM	APRV
2	Budget & Management	Erika Zamora	02/04/2011 02:49 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/04/2011 03:39 PM	APRV
4	Auditor's Office			NEW

Form Started By: Letty Saenz Started On: 02/02/2011 04:02 PM

4. AI-25096 Requesting approval to declare as surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.

approved

5. AI-25107 Recommending award of bid and approval of contract documents to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office for the puposes of: "Repairs, Installation & Removal of Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)- RFB No. 2010-272-12-29-SMA.

approved

6. AI-25121 Requesting authority to advertise a Request For Qualifications and approval of Specifications/Requirements (RFQ Packet) For: Provision of Arbitrage Calculation Services" for Hidalgo County including Hidalgo County Drainage District #1 (if approved by DD#1-BOD) and in accordance with current inter-local agreement attached hereto.

approved

B. Pct. 1

1. AI-25113 Approval of final negotiated AIA B101-2007 (Standard Form of Agreement between Owner & Architect) and AIA 201-2007 (General Conditions of the Contract for Construction) between Hidalgo County and Alcocer-Garcia Associates, Inc. in connection with the "Design and Construction of A New Constable Building" (ranked, selected and approved by CC on 08/24/10) to house the Constable with site/location of structure on land available at the current Precinct No. 1 Complex.

approved

2. AI-25125 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of in connection with professional _____ required for Projects (On an as needed basis) for Precinct No. 1 Projects.

approved

Evaluator	Leonel Garza	Professional Appraisal Services	HLH Appraisal Services
Evaluator #1	97	95	89
Evaluator #2	94	89	90
Average	95.5	92	89.5
Ranking	1	2	3

approved

c. Authority for the Purchasing Department to negotiate a professional service contract with No. 1 ranked firm of Leonel Garza for the provision of Appraisal Services for Precinct No. 1 Projects

C. Co. Wide

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

nothing to report

2. AI-25135 Acceptance and approval of the Statements of Qualifications received (attached herein) in response to Hidalgo County's Request for Qualifications for establishment of a pre-qualified "POOL" of Professional Appraisers for engagement through the establishment statutory and local protocol (i.e.-nomination by user dept., ranking by cc, negotiation of an agreement, etc.) on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services set forth in the RFQ packet for: "Real Estate Appraisers Services". (RFQ No.: 2011-003-02-02-SMA with term of this pool: February 9, 2011 thru February 8, 2012.

approved

AGENDA

[redacted]
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
[redacted]
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** Quintanilla Out

2. **Pledge of Allegiance** All

3. **Prayer** Eufracio

4. **Approval of Consent Agenda** 5b (com Flores abstained)

5. **Open Forum** Norma Garcia (payroll change)

6. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

B. **AI-25119** Approval to accept settlement check from Farmers Insurance Company in the amount of $2,906.64 for an auto accident with County vehicle. (Facilities Management Dept.)
approved

7. **County Judge's Office:** Karina Cordoza

A. **AI-25186** Declaration of Support to the Children's Advocacy Center, Estrella's House of Hidalgo County, by the County of Hidalgo, Texas
approved

Yolanda Chapa

B. **AI-25191** Status report regarding recent Arctic Blast and county operations

C. **AI-25140** Recognition and Appreciation for Gloria Salinas, R.N. Pulmonary Clinic Supervisor and her pulmonary staff, for her dedication and commitment to the residents of Hidalgo County in dealing with the prevention and treatment of tuberculosis and assuring the protection of our community.
approved

8. **Sheriff's Office - Chief Martinez:** Captain Espinoza

A. **AI-25188** 1. Authorization and Approval to apply for the Local Border Security Program FY10/11 Grant from the Texas Border Sheriff's Coalition (TBSC).
approved 1-3
2. Authorization for County Judge, as Authorized Official, to sign required documents (Application, Application for State Assistance, and Assurances and Certifications).
3. Approval of Resolution.

9. **Health & Human Services Department - Eddie Olivarez:**

A. Discussion and/or action, including but not limited to Indigent Health Care Program and/or