

**Zimbra****heidi.ortiz@co.hidalgo.tx.us**

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**Re: Jail Lobby/Intake Kiosks & Deposit/Release Services - HCSO**

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**From :** Robert Vina  
<robert.vina@da.co.hidalgo.tx.us>

Wed, Mar 07, 2018 02:37 PM

**Subject :** Re: Jail Lobby/Intake Kiosks &  
Deposit/Release Services - HCSO

**To :** Heidi Garcia Ortiz  
<heidi.ortiz@co.hidalgo.tx.us>

**Cc :** Josephine Ramirez  
<josephine.ramirez@da.co.hidalgo.tx.us>

Good Afternoon Heidi,

As requested, our office has reviewed the draft RFP packet for Jail Lobby/Intake Kiosks & Deposit/Release Services-HCSO. At this time, our office approves the RFP packet as to form subject to the inclusion of the following recommended modifications/additions:

1. Pg. 2-Table of Contents: flip numbers 11 and 12. The checklist is last in the packet.
2. Recommend including the following language regarding Boycotting Israel and not contracting with Terrorist Organizations to the Legal Notice pursuant to new legislative requirements. It can be added as number 35 on page 8.

**35) Effective September 1, 2017, the Texas Government Code was amended to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel, which provides that a state agency and a political subdivision may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.**

**Pursuant to Gov't Code Sections 2270.001(1) & 808.001(1) as amended, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled**

**territory, but does not include an action made for ordinary business purposes.**

**By accepting this contract and/or purchase order, the Company/Vendor verifies that it does not Boycott Israel, and agrees that during the term of this contract/agreement will not Boycott Israel as that term is defined in the Texas Government Code.**

3. The following recommended modifications/additions are applicable to the draft service agreement included as Exhibit:

a. Add the following sentence to the end of the paragraph in number 4 regarding license:

If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

b. Add the following language after the word "Company" in number 6:

in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

c. Bold Number 9-Indemnification clause

d. Remove the following language from number 17: Commitment of Current Revenues Only:

~~pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vern. On Supp. 1996).~~

e. Add the following provisions to the contract as numbers 20, 21, and 22, respectively:

20. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

21. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Appendix II to CFR 200-Contract Provisions:** Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

f. Since the contract provides for inclusion of a date reflecting when the agreement is entered into, it is recommended to replace the following language on the signature page (page 5):

~~"WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_ 2018.~~

with the following language:

EXECUTED and effective as of the day and year first written above.

Please let us know if you have any questions.

Thank you,

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**  
Hidalgo County, Texas  
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On Tue, Mar 6, 2018 at 2:10 PM, Heidi Garcia Ortiz  
<[heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us)> wrote:

Good afternoon:

Attached you will find the draft of the packet for the above-referenced project for review and approval to advertise. Please advise if you would like any portion of this packet in word format.

Thank you,

Heidi

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