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17491 MAR 23 2021
Consent-Purchasing

Commissioners Court-Regular Meeting**TO:** Montgomery County Commissioners Court**FROM:** Gilbert Jalomo, Purchasing Agent**DATE:** 03/23/2021**SUBJECT:** Approve the Master Cooperative Purchasing Agreement with Sheriffs' Association of Texas, Inc.
for Various Departments.

Attachments**SAT**

MASTER COOPERATIVE PURCHASING AGREEMENT

This Master Cooperative Purchasing Agreement ("Agreement"), effective March 5, 2021, is made by and between the Sheriffs' Association of Texas, Inc. ("SAT"), a Texas non-profit corporation, and the Montgomery County, Texas ("End User"), a local government created under the laws of the State of Texas.

WITNESSETH

WHEREAS, SAT's Vehicle Procurement Program ("VPP") is a cooperative bid program where SAT solicits bids for vehicles to be purchased directly from vehicle vendors by units of local government or political subdivisions, including, but not limited to, municipalities and counties, local county boards of public instruction, and local public safety agencies or authorities; and

WHEREAS, the purpose of the VPP is to provide public procurement of quality goods to support effective and efficient government, ensuring the prudent use of public funds. This includes providing efficient delivery of products and services; obtaining best value through competition; offering fair and equitable competitive contracting opportunities for suppliers; and maintaining public confidence through ethical and transparent procurement practices; and

WHEREAS, SAT will serve as the "Contract Administrator" in the solicitation of bids process. The purpose of the solicitation for bids is to identify the most suitable manufacturer's authorized dealer for the purchase of vehicles on a "no trade-in basis;" and

WHEREAS, the SAT Contract Administrator will award the bid to the lowest and best responsive bidder by specification and by manufacturer. The award will be determined by the price of the bid, qualifications based on a dealer's facilities and financial resources, and demonstrated ability to perform the work in a satisfactory manner;

NOW, THEREFORE, SAT and the End User agree as follows:

1.0 **Responsibilities of the parties.**

- 1.1 The SAT will identify, solicit, and invite interested vehicle vendors, including but not limited to vehicle manufacturers, dealers and certified representatives, to submit bids for vehicles.
- 1.2 The SAT will develop and provide all necessary solicitation, bid, and contract award documents which will enable End User to purchase vehicles directly from vendors at a competitive price.
- 1.3 The SAT will consult with the End User as needed in order to facilitate End User's purchase of vehicle through the VPP.

- 1.4 The SAT will prepare "solicitation for bid" documents in order to obtain price commitments from manufacturers and dealers for the sale of vehicles to End User.
- 1.5 The End User agrees to be bound by the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, which is attached hereto and incorporated by reference as if fully set forth herein.
- 1.6 The End User agrees to provide to the SAT all information and assistance requested by the SAT that is reasonably necessary to remain in compliance with the Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions.

2.0 **Compliance with Laws.** SAT and End User each represent and warrant to the other party that each has obtained all regulatory approvals and licenses necessary to enter into and perform under the terms and conditions of this Agreement. Further, the SAT and the End User represent and warrant to the other party that each is in compliance with all applicable laws and regulations and each party covenants to remain in compliance with such laws and regulations during the term of this Agreement.

3.0 **Term.** The term of this Agreement shall commence on the date set out above and shall continue in effect for one (1) year. Thereafter, this Agreement shall renew automatically for successive one (1) year terms ending on the initial anniversary date each year.

4.0 **Termination.** This Agreement may be terminated by either party at any time without cause by written notice to the other party given at least ninety (90) days in advance of the effective date of termination.

5.0 **Trademarks and Copyrights.** The parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither party shall use the other party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other party unless agreed to in this document. Any use by a party, without the approval of the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. Each party hereby grants the other party the right to use its name, address, and telephone number in connection with the other party's obligations hereunder.

6.0 **Notices.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to the recipient at its respective address designated on the signature page of this Agreement.

7.0 **Independent Contractors.** The SAT and the End User are each acting as independent contractors under this Agreement and not as a partner, joint venture or employee of any other party to this Agreement. Each party shall be responsible for all taxes or similar charges payable with respect to any amounts received by such party under this Agreement. End User shall have no authority to bind SAT to any agreement or obligation. SAT shall have no authority to bind End User to any agreement or obligation. No party shall make any representations to the contrary.

The responsibilities of the SAT in administering the VPP are limited to those specified in the SAT Vehicle Procurement Program Solicitation for Bids and Contract Terms and Conditions, attached hereto and incorporated by reference as if fully set forth herein. This Agreement shall not create additional legal obligations for SAT beyond those specified in the attached Terms and Conditions.

8.0 **Amendments.** The parties reserve the right to amend or terminate this Agreement, as provided herein or as specified by amendment. All amendments or modifications to this Agreement must be mutually agreed to in writing by the End User and the SAT.

9.0 **Severability.** If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable, and of full force and effect.

10.0 **Waiver.** The waiver by either party of any breach of, or failure to insist upon strict compliance with, any provision of this Agreement or warranty or representation set forth herein, shall not be construed as a waiver of any prior or subsequent breach of or failure of strict compliance with the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.0 **Entire Agreement.** This Agreement, including any exhibits or attachments hereto, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

12.0 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

13.0 **Assignment.** Neither party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other party approves of such assignment, subcontract, or delegation by prior written consent thereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.0 **Force Majeure.** The obligations of the SAT and the End User hereunder shall be excused during any period of delay or inability to perform caused by matters such as strikes, acts of God, shortages of raw materials or power, an inability to obtain products or services after the parties use their best efforts to provide such products or services, governmental action or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter which is beyond the reasonable efforts of the parties to control.

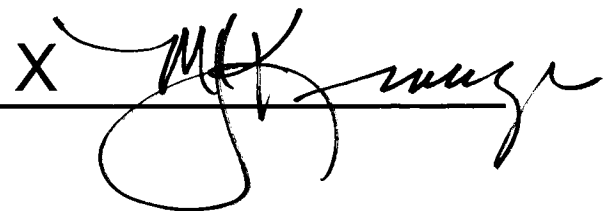
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the day and year shown on the first page.

Sheriffs' Association of Texas, Inc.
1601 S. Interstate 35
Austin, TX 78741-2503

Montgomery County, Texas
501 N. Thompson, Ste. 405
Conroe, TX 77301



SAT Authorized Signature

X 

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHERIFFS' ASSOCIATION OF TEXAS
Austin, NC United States

Certificate Number:
2021-724869

Date Filed:
03/09/2021

Date Acknowledged:
03/09/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Montgomery County Purchasing

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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Cooperative Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

SAM Search Results
List of records matching your search for :

Search Term : SHERIFFS ASSOCIATION OF TEXAS*
Record Status: Active

No Search Results

Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions list | HUD...

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Search using the standard web search box:

on a PC: ctrl+F

on a Mac: command+F






Open a search box, enter the name you wish to verify and hit enter. If there are no matches, the name is not on the list.

This list is current as of: 03/08/2021





HUD Limited Denial of Participation List - 1 page of 11 Records

Subject	Affiliation	Address	Scope of Disqualification	Disqualification Start Date	Disqualification End Date	Disqualification List Date	Office	Contact Person	Contact Office Phone	Contact Email
Acosta, Lazaro		Miami, FL	All HUD Programs; Section 8 Rental Assistance Program	08/16/2016	08/15/2026	8/25/2016	Florida State Office	Trice, Carmen	202-402-2516	Carmen.Y.Trice@hud.gov
Arenas, Ricardo aka Gonzales, Ricardo S. Arenas		North Salt Lake, UT	All Housing Programs	01/14/2021	1/13/2022	2/17/2021	Denver HOC Office	Laura L. Bullock	303-839-2604	Laura.L.Bullock@hud.gov
Bambick, Joseph M.		Fredonia, KS	All HUD Programs; Section 8 Rental Assistance Program	02/04/2016	02/03/2061	02/04/2016	Kansas/Missouri State Office	Trice, Carmen	202-402-2516	Carmen.Y.Trice@hud.gov
Buckley Consulting Group, Inc.		Dix Hills, NY	Voluntary Abstention from All HUD Programs	03/23/2012	03/22/2022	05/29/2012	New York State Office	Lo, Eliza	212-542-7846	Eliza.Lo@hud.gov
Buckley, William		Dix Hills, NY	Voluntary Abstention from All HUD Programs	03/23/2012	03/22/2022	05/29/2012	New York State Office	Lo, Eliza	212-542-7846	Eliza.Lo@hud.gov
Foley, Dennis		Kenosha, WI	All Housing Programs	12/15/2020	12/15/2021	1/29/2021	Denver HOC Office	Laura L. Bullock	303-839-2604	Laura.L.Bullock@hud.gov
Kaye-Eddie, Emily		San Diego, CA	All Housing Programs	10/31/2013	10/30/2023	02/27/2014	California State Office	Trice, Carmen	202-402-2516	Carmen.Y.Trice@hud.gov
Loan Tech, Inc.		San Diego, CA	All Housing Programs	10/31/2013	10/30/2023	02/27/2014	California State Office	Trice, Carmen	202-402-2516	Carmen.Y.Trice@hud.gov
Martinez, Analisa		Brownsville, TX	All Housing Programs	10/20/2020	10/19/2021	12/1/2020	Denver HOC Office	Laura L. Bullock	303-839-2604	Laura.L.Bullock@hud.gov
Menter, Donna		Houston, TX	All Housing Programs	10/20/2020	10/19/2021	12/1/2020	Denver HOC Office	Laura L. Bullock	303-839-2604	Laura.L.Bullock@hud.gov

Subject	Affiliation	Address	Scope of Disqualification	Disqualification Start Date	Disqualification End Date	Disqualification List Date	Office	Contact Person	Contact Office Phone	Contact Email
Rivera, Victor M		Tampa, FL	All Single Family Programs	07/23/2020	07/22/2021	11/05/2020	Atlanta HOC Office	Williams, Valerie D	678-732-2741	valerie.d.williams@hud.gov

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U.S. Department of Housing and Urban Development | 451 7th Street S.W. Washington, DC 20410
 Telephone: (202) 708-1112 | TTY: (202) 708-1455

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 8/17/20

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years