

Bid No: 2010-010-00-00-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 Ext. 4855
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REQUEST FOR BIDS

HIDALGO COUNTY “PURCHASE of UNIFORMS and/or ACCESSORIES”

BID OPENING DATE:

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

1. Sealed bids will be received for **“HIDALGO COUNTY– PURCHASE OF UNIFORMS AND/OR ACCESSORIES** 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: **"RFB-2010-010-00-00-MEG- HIDALGO COUNTY – PURCHASE OF UNIFORMS AND/OR ACCESSORIES** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, MONTH, DATE , 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 "RFB-2010-010-00-00-MEG-HIDALGO COUNTY-PURCHASE of UNIFORMS and/or ACCESSORIES"**

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 of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY-PURCHASE of UNIFORMS and/or ACCESSORIES**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
 2802 S. BUSINESS HWY 281
 Edinburg, Texas 78539
 956-318-2511

17. **SCHEDULE OF EVENTS**

Pre-Bid Conference, 2:30P.M.	<u>March</u> , 2010
Bid Opening, 9:30 AM	<u>March</u> , 2010
Award of Contract	_____ 2010
Commence Work or Deliver Products	<u> </u> , 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a

contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) 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 to 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
“PURCHASE of UNIFORMS and/or ACCESSORIES”

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-00-00-MEG

SCOPE OF THE CONTRACT

This is a firm fixed-price contract calling for delivery of the products identified in the specifications. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions provided but, not limited to the following:

GENERAL REQUIREMENTS

- 1) The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be **equal or exceeded**. Any bid that does not meet the minimum requirements and/or specifications specified will be rejected.
- 2) Vendor(s) are encouraged to bid on one or multiple items.
- 3) Specifications may vary by department. Colors, lettering and logos/**emblems**/seal may differ and no additional fees shall be assessed to the County on similar items.
- 4) Samples may be subjected to laboratory testing at the discretion of Hidalgo County.
- 5) Bidders are responsible for all testing costs of their **sample** garments.
- 6) Bidder must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within ten (10) days for approval.
- 7) Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.
- 8) Garments must be manufactured to ISO 9001 quality assurance standard. (AG0304)
- 9) All uniforms shall be new and unused.
- 10) Departments will purchase uniforms "**on an as needed basis**"; there is no guarantee on annual volume.
- 11) Other Hidalgo County departments, not stated herein, may be included and may utilize this contract for the purchasing of uniforms and/or accessories that meet their specifications and those departments will make minor modifications to the lettering, colors, logos, seals and/or emblems if necessary at no additional charge.
- 12) Colors and embroidery will be forwarded to the awarded vendor upon purchase. Colors and embroidery will vary.
- 13) All emblem, seal, logos and embroidery fees shall be included in the unit price.
- 14) **PRE-BID CONFERENCE**
A pre-bid will be held on **DATE, MONTH DAY, and YEAR at TIME p.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
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acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

15) **SAMPLES**

- a. A sample of the uniform/clothing being proposed **MUST** be submitted at no charge to the County with the bids for review and inspection by Hidalgo County. Arrangements will be made with the vendor to return all uniform/clothing at no charge to the County. **IF SAMPLES ARE NOT SUBMITTED, THE BID WILL BE DISQUALIFIED AND REJECTED.**

TERMS AND CONDITIONS

1. The initial term of this contract will be for a two (2) year **term**, with the County's option to extend the contract for an additional two (2) one (1) year **term** based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.
2. Hidalgo County reserves the right to **continue** this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen **delay** in award of new bid for next contract term. Vendor will make available a person(s) on an "As Needed Basis" to take measurements of employees prior to ordering.
3. Hidalgo County reserves the right to **hold** the bids for a period of (90) ninety days without taking action hereon.
4. Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (Refer to Exhibit "C")
5. Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in it's best interest to do so.
6. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.
7. Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.
8. 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.
9. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

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HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
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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) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor

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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:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, DATE, MONTH, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. DATE, MONTH 2010.

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PRECINCT No. 1		#1
PATCHES, EMBLEMS or EMBROIDERY	Precinct Emblem (Left Breast Attachment) *Emblem Consists of Blue and Yellow County Shape, with County Emblem Reading PCT. 1 and Star within it. Name (Right Breast Attachment) *Name will be Employees First or Last Name in White Thread Cursive Letters on a 3 ½" x 1 ½" Patch.	
SHIRTS	Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)	
LONG SLEEVE TWILL w/ name and department emblem	5 ounce, 100% Cotton, Back Pleat, Double Needle Stitching, Patch Pockets Button- down collars, Button- through sleeve plackets and adjustable cuffs Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Sizes are S-XXL Colors: White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering	
SHORT SLEEVE TWILL w/ name and department emblem	5 oz 100 % Cotton, Double needle stitching, Patch pockets, Button-down collar, Double needle hemmed sleeve cuffs. Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" Office Wording and Name Sizes: M-XXL Colors: Royal Blue, Navy, Khaki, Red, Hunter Green, Black	
HEAVY DUTY WORK PANT	Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so pants need little or no ironing, Button closure and button close back pocket Full cut thigh, double stitched pockets, 30-44 waist sizes for men and 8-16 sizes for women Colors- Khaki, navy, black	

PRECINCT No. 3		#2
LONG SLEEVE TWILL	5 ounce, 100% Cotton, Back Pleat, Double Needle Stitching, Patch Pockets Button- down collars, Button- through sleeve plackets and adjustable cuffs Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Sizes are S-XXL Colors: White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering	

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ELECTIONS DEPARTMENT		#3
SHIRTS	Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ Elections Administrator Logo emblem in color choice of blue, red, maroon, khaki, purple teal or green Sizes vary from small through 2XL.	
SPORT POLO SHIRT	100% cotton --Short sleeve polo shirt with name and department emblem or badge in color choice of blue, red, maroon, khaki, white, orange, brown, navy, pink, black, purple, teal or green. Sizes vary from small through 2XL	

IT DEPARTMENT		#4
SHIRTS	Cotton button up shirt with pocket in both long sleeve and short sleeve with County Logo/ IT Department emblem in color choice of various colors Sizes vary from small through 2XL.	
SPORT SHIRT POLO	6.1 ounce, 100% Cotton Welt Collar 2 Button Placket Side Seamed with a double needle stitched sleeve and bottom hem Colorfast to maintain original color With County Logo and IT Department emblem in the following color choices. Various Colors: Sizes will vary from S-XXL	

SAFETY DEPARTMENT		#5
LONG SLEEVE TWILL	5 oz, 100%, Back Pleat, Double Needle Stitching, Patch Pockets, Button-down collars, Button-through sleeve plackets and adjustable curs. Fabric is garment washed; Shirts to be embroider with "COUNTY SEAL" office wording and Name. Sizes are from M-XXL ----- Colors: White with Navy Blue Seal and lettering	
SHORT SLEEVE TWILL	5 oz 100 % Cotton, Double needle stitching, Patch pockets, Button-down collar, Double needle hemmed sleeve cuffs. Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" Office Wording and Name Sizes: M-XXL ----- Colors: White with Navy Blue Seal and lettering	
SPORT SHIRT POLO	6.1 oz, 100% cotton, Welt Collar, 2 Button Placket side seamed with a double needle stitched sleeve and bottom hem colorfast to maintain original color, Sizes will vary from M-XXL ----- Colors: Navy Blue with white seal and letting	
TACTICAL PANTS	Pre-washed, Fade Resistant, 8.5 oz 100% cotton canvas, Action Waist 59 Heavy duty bar tacks for strength and durability, YKK zip front fly with Prym snap, rear slash pockets, utility strap, flashlight/cell phone pocket side cargo pocket, solid brass d-ring, double reinforced seat, double knees and hidden knee pad pockets, waist sizes men from 30-46 ----- Colors: Navy Blue	
CAPS	Baseball type 100% polyester, Velcro adjustable strap to be embroidered with "COUNTY SEAL" and Office Wording ----- Color: Navy Blue with white seal and lettering	

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CONSTABLE PRECINCT NO. 3 (sample needed for all products)		#6
RAINCOAT corrections done	48" Vinyl Raincoat with sealed seams, pass through pockets, non-corrosive snap-front closure; detachable, snap on hood, ventilated back and underarms, and screen printed on the back in Black with Constable in capital letter 4" (Sizes from small to XXXXL)	
TROUSER BELT	1 ¾" Black leather belt, hand-creased with rubbed edges with removable nickel buckle with plain finish (Sizes 28 to 50 waist)	
TIE	Taupe color, Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt, size Regular (17½") Long (19 ½"), 3" wide with permanent knot, made of polyester	
TACTICAL UNIFORM	Shirt: Long sleeve, pen/pencil pocket, two large chest pockets with hidden buttons, reinforced elbows, hidden button front, adjustable waist and cuff tabs, double stitched seams. Brown in color (size from regular or long from small to XXXXL)	
PANTS	BDU pants, Brown in color, sizes from regular or long from small to XXXXL, constructed from 7.0 oz./ 65% poly / 35% cotton. Roomy thigh back pockets with hidden buttons, reinforced knees and seats, waist tabs, drawstrings button, button fly	
CAPS	Hot weather combat cap, Brown in color, constructed from 65% poly / 35% cotton (size from small to XXL)	
T SHIRTS	Constructed from 65% poly / 35% cotton, brown in color (sizes from small to XXXXL)	
NAME STRIPS	Embroidered name strips, Khaki in color with black lettering and applied to shirt to shirt to the tactical uniform shirt	
RED SHOULDER CORDS	VENDORS MUST BRING SAMPLES	
UNIFORM PATCHES	VENDORS MUST BRING SAMPLES	
DRESS GLOVES	White in color, with snaps, 100% cotton (sizes medium to X Large)	
REPLACEMENT BUTTONS FOR SHIRTS	The Star of Texas with Texas spelled out on the button, one button finish will be silver and the other button finish will be gold, with toggles/ washers	
RAIN COVERS FOR HATS	Plastic covers for hats 4"brim	
COWBOY HATS	Straw hats, Stetson straw (equal or better) Style: Roper, Color Silver Belly, 4" Brim with brown eyelits, quality 4 X to 10 X, brown brim strap (sizes: 6 ¾ and up)...Felt cowboy hat: Stetson felt (equal or better), Style: Roper, Color Silver Belly, 4" brim, quality 4X or better (sizes 6 ¾ and up)	
SHIRTS	Button down oxford 60% cotton / 40% poly, colors white, khaki and light blue (Men's sizes small to XXX Large and Women's small to XX Large)	
MISCELLANEOUS CAPS	Mesh baseball cap 65% polyester / 35% cotton 100% mesh back w/ embroidered department emblem (emblems may vary) adjustable	
SHIRT	Body armor under shirt (sizes small and up)	
TWILL LONG SLEEVE SHIRT	Embroidered with name and department emblem or badge (sizes small and up)	
POLO SHIRT	Short sleeve polo shirt with name and department emblem or badge (sizes small and up)	
TRADITIONAL WORK COAT (equal or better)	Constructed from 12 oz. firm hand 100% cotton duck material, 100% nylon quilted-to-polyester artic weight lining, corduroy top collar with snaps under the collar and zipper front with Velcro wind flap (color duck brown) sizes small and up	

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-00-00-MEG

<i>Juvenile Justice Center</i>		#7
<i>(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)</i>		
BDU TROUSERS	Propper (or equivalent to) pants. 60% Cotton/ 40% Polyester, Color – Navy Blue Sizes- X Small through X-Large	
SWAT BOOTS	Sizes (Men) - 9 through 10 ½ W, Sizes (Women) 7 through 9	
RUNNING SHOES	Heavy duty with breathable eyelets, reinforced rubber toe cap, full cushion insoles, non-skid, non marking Sizes 7 ½ through 11	
SHOES DECK STYLE	Heavy duty canvas step Canvas uppers, non skid rubber soles, Color- Navy, Sizes Male and Female 5-13	
BELTS	Color- Black Sizes- Small through X Large	
YOUTH T-SHIRTS	Jerseys Heavy Weight Blend (or equivalent to) t-shirts, 50% Cotton/ 50% Polyester, Color- Navy blue with mustard yellow lettering on left side and back, Male and Females sizes- Small through X Large	
YOUTH SHORTS	Jerseys Heavy Weight Blend (or equivalent to) shorts, 50% Cotton/ 50% Polyester, Color- Navy Blue with Mustard Yellow Lettering on Left Side, Male and Female Sizes- Small through X Large	
STAFF T-SHIRTS	Jerseys Heavy Weight Blend (or equivalent to) t-shirts, 50% Cotton/ 50% Polyester, Color- Navy Blue with Mustard Yellow Lettering on Left Side and Back, Male and Female Sizes- Small through XX Large	
STAFF SHORTS	100% Polyester/ 100% Nylon, Color- Black with no lettering, Male and female sizes- Small through XX Large	
WALKING SHORTS	Regular Length Walking Shorts * Polyester/ Cotton Blend, Elastic Waistband no drawstring or pockets, Color- navy with no lettering, Sizes- Male and Female small through 4X Large	
WINDBREAKER JACKETS	Color- Blue or Black with Lettering on left side and back, Male and Female Sizes- Small through XX Large. Shell: 100% Nylon coated with 600 MM Acrylic, Body Lining: 65% Polyester/ 35% Cotton, Sleeve Lining: 100% Cotton or Shell: 100% Nylon Lining: 100% Polyester	
V-NECK SHIRTS	Polyester/ Cotton Blend Fabric, Triple Stitch Short Sleeve, Color-Navy with No Lettering, Sizes- Male and Female small through 4 X Large	
T-SHIRT CREW NECK SWEAT TOP	White, preshrunk, durable taped neck, shoulder seams, extra long tail, 100% cotton ...sizes: small, medium, large adults and XL	
SWEAT BOTTOM	Ash Gray Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs Waistband is covered-seamed and ribbed Sizes small, medium, large and XL	
SWEATSHIRTS	Ash Gray 50% Cotton, 50% PolyesterElastic cuffs Sizes small, medium, large and XL	
SWEATPANTS	50% Cotton/ 50% Polyester, Long sleeves, Color- navy, Size- Medium through 3 XL 50% Cotton/ 50% Polyester, Elastic Waistband, Removable Drawstring, Color- Navy, Size- Medium through 3 XL	
SPORT BRAS	Two ply lycra/cotton, Hookless pull on style no metal of plastic, racer style back, Color- White, Sizes- small through XX Large	
WOMEN'S PANTIES	Brief style, Elastic waistband and leg bands, cotton, Color- white, Sizes 5 through 10	
MEN'S BRIEFS	Cotton, Color- White, Size- Small through X Large	
BOXER BRIEFS	Preshrunk, white, 100 % cotton youth sizes small (small, med, large & XL)	
TUBE SOCKS	Cotton Polyester blend, Color- white, Size- small through large	
CREW SOCKS	White crew socks, 86% cotton, 14% man made fiber reinforced gray heel and toe ...Extra thick cushioned foot	
DISPOSABLE SHIRTS AND TROUSERS	Spun bonded polypropylene, cloth like fabric, Color- Light blue, Size- Medium through XX Large	
COOKING HATS	Disposable white, (Sizes med, large)	

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-00-00-MEG

FIRE MARSHAL		#8
LONG SLEEVE TWILL	<p>5 ounce, 100% Cotton, Back Pleat , Double Needle Stitching, Patch Pockets, Button- down collars, Button- through sleeve plackets and adjustable cuffs, Fabric is garment washed, Shirts to be embroidered with "COUNTY SEAL" and Office wording , Sizes are M-XXL</p> <hr/> <p>Colors: White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering</p>	
SHORT SLEEVE TWILL	<p>5 ounce, 100% Cotton, Double needle stitching, Patch pockets , Button- down collar, Double needle hemmed at sleeve cuffs, Fabric is garment washed, Shirts to be embroidered with "County Seal" and Office wording, ... Sizes are M-XXL</p> <hr/> <p>Colors: White with Burgundy seal and black lettering Weathered Blue with Gold Seal and White lettering Weathered Forest with Gold Seal and white lettering Bright Burgundy with Navy Blue Seal and white lettering Classic navy with gold seal and white lettering Khaki with burgundy seal and black lettering Stone with burgundy seal and black lettering Faded Olive with hunter green seal and khaki lettering Black with gold seal and white lettering Athletic gold with burgundy seal and black lettering Sky blue with burgundy seal and khaki lettering Royal blue with white seal and white/blue lettering</p>	
SPORT SHIRT POLO	<p>6.1 ounce, 100% Cotton, Welt Collar, 2 Button Placket Side Seamed with a double needle stitched sleeve and bottom hem Colorfast to maintain original color, Sizes will vary from M-XXL</p> <hr/> <p>Colors: Navy, Khaki, Red, Hunter Green, Black</p>	
DUTY POLO	<p>70% Cool Max Fabric or equivalent to Comfort fit pattern and extra long tails with side vents, 30% Polyester Construction ½ inch 3M Scotchlite (or equivalent to) reflective trim around sleeves for greater visibility, Microphone keepers on shoulders and on front placket, Single pocket on left side, Shirts to have department badge embroidered on left chest Sizes will vary from M-XXL</p> <hr/> <p>Colors- Navy, White, Black</p>	
T-SHIRTS	<p>6 ounce, 100% Cotton combed ring spun cotton, 18 singles, Taped shoulder to shoulder, Cover seamed front neck armholes and shoulders, Double needle sleeve and bottom hem, Sizes will vary from M-XXL</p> <hr/> <p>Colors- black, navy, khaki</p>	
SWEATSHIRT	<p>Crewneck style with rib-knit collar, Cuffs and bottom, Smooth finish on outside and brushed fleece inside Sizes will vary from M-XXL</p> <hr/> <p>Color-Navy</p>	
STRUCTURAL BOOT	<p>16" Bunker fire boots, Shoe fit design, Padded shin protector, Crack resistant poly shell, Black with , safety yellow trim, Steel shank, Steel midsole, Steel toe, Waterproof Lug outsole, Sizes will vary: Men 8-12 and Women 6-9</p>	
CAPS	<p>Baseball type, 100% polyester , Velcro adjustable strap , Color- Navy</p>	

Exhibit "A"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-00-00-MEG

<i>FIRE MARSHAL(cont'd)</i>	
CLASS A SHIRT	Lightweight 4.5 oz 65% polyester/ 35% cotton, Military style shirt. Sewn in Creases, Scalloped pocket flap with pleated pockets. Short sleeve style to have convertible collar. Long sleeve style to have banded collar. Sizes will vary from M- XXL Colors- White and Navy
TACTICAL PANT	Pre-washed. Fade Resistant. 8.5 ounce 100 % cotton canvas, Action Waist 59 Heavy duty bartacks for strength and durability, YKK zip front fly with Prym snap, Rear slash pockets, Utility strap, Flashlight/cell phone pocket Side Cargo Pockets, Solid brass d-ring, Double reinforced seat, Double knees and hidden knee pad pockets, 30-44 waist sizes for men and 8-16 sizes for women
HEAVY DUTY WORK PANT	Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so pants need little or no ironing, Button closure and button close back pocket Full cut thigh, double stitched pockets, 30-44 waist sizes for men and 8-16 sizes for women Colors- Khaki, navy, black
CLASS A TROUSER	5 oz 65% polyester 35% cotton, Brass ratcheting YKK zipper, Crush- proof hook and eye closure, 30-44 waist sizes for men and 8-16 sizes for women Colors- Navy, Black, Khaki
TACTICAL TROUSER	6.5 oz 65% polyester/ 35% cotton twill, Gripper elastic waistband shirt stay Two 8.5" deep rear flashlight pockets (sap pockets), Two cargo pockets with extra pockets inside (outer pockets have Velcro closure and inside pockets have brass zipper closures), Two back pockets with button tabs, Large keystone belt loops, Brass fly zipper with auto-lock closure, Split seam tailored construction, Extra strength tandem-needle seat seam, Triangular bartacks at all stress points, 30-44 waist sizes for men and 8-16 sizes for women Color- Navy, Black
WINDBREAKER	Two front slash pockets, Drawstring bottom, Snap front closure, Water repellent nylon shell, Lightweight flannel lining, Set in sleeves with elasticized cuffs, Sizes will vary from M- XXL Color- navy
RAINCOAT	ANSI Class 3 Reversible 50" Raincoat, Has black 200 denier nylon shell that reverses to fluorescent orange-red 250 denier polyester, Made from NFPA 701 flame retardant material, ANSI Side has 360 degrees of 3M Scotchlite (or equivalent to) retroreflective striping, Sealed seams and storm front with snap closure for full protection, Raglan sleeves for easy movement, Coat to come with pass-through pocket for easy access to duty belt and gear. Sizes will vary from M- XXL
DUTY JACKET	Duty jacket with three ply Taslan and Hiptex 2000 or equivalent, Double storm flap, Storm collar and adjustable cuffs, Zip out Thinsulate liner for added warmth (or equivalent to), 360 degrees telescopic sleeve system for full arm extension, Convertible 3M Scotchlite reflective trim on cuffs (or equivalent to), Side zippers for access to equipment, Pit zips for ventilation and easy emblem application, Two outside pockets with side hand warmer openings, Two inside pockets fully accessible with liner, Liner has additional pocket, Detachable epaulets, Sizes will vary from M- XXL Colors- Navy, Black
OVERALLS	Duck Bib 100% Cotton, Large bib pocket and pencil division in front, Handy double rule pocket and hammer loop, Reinforced back pockets, Crossover high back, Triple stitching and bartacks, Sizes will vary from M- XXL
DUTY BOOT	8" Men's Waterproof ETC Safety Toe Zipper Boot (or equivalent to), Lace to toe military styling, Steel toe boot meets ANSI Z41 PT99 M1/75 C/75 and ASTM F2413-05 standards, Side Zipper, Leather/Cordura nylon (or equivalent to), Walotex membrane (or equivalent to), Steel shank, Removable insole, Slip resistant vibram outsole (or equivalent to), Sizes will vary: Men 8-12 and Women 6-9

REQUIREMENTS AGREEMENT
C-10-010-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____, **2010** by and between _____ ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Purchase of Uniforms and/or Accessories**" (**on an as needed basis**) (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years, with the County's option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged**. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, **2010** and expire on _____, **2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____

manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.
- (2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "B"

BID PAGE

EXHIBIT "C"

CERTIFICATE OF INSURANCE