



April 17, 2013

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

Vernon Thompson, Owner
Norma Navarette, Assistant Manager
Maria Camargo, Office Manager
PREMIERE UNIFORMS d/b/a
PREMIER UNIFORMS and TACTICAL SUPPLY
6601 Montana Ave, Suite-#B-C
El Paso, Texas 79925
Ph. (915) 771-6601

via email premiereuniformtactical@yahoo.com
via email maria@premiereuniform.biz
via email norma@premiereuniform.biz
via facsimile (915) 843-6601

Re: Renewal/Extension for Contract# E-12-141-05-15 (C-10-010-05-25)-"Purchase of Uniforms and/or Accessories" (on an as needed basis) - Hidalgo County

Dear Mr. Thompson:

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 & FINAL** of the **additional two (2) one (1) year periods** as provided in the current contract (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: _____
Vernon Thompson, Owner or
Authorized Signatory for Premiere Uniforms d/b/a
Premier Uniforms and Tactical Supply

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



May 1, 2012

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

E-12-141-05-15

Vernon Thompson, Owner
Norma Navarette, Assistant Manager
Maria Camargo, Office Manager

via email uniformsoftexas@yahoo.com
via email premiereuniformtactical@yahoo.com


Hector Ayala d/b/a/ **Uniforms of Texas** k/k/a
PREMIERE UNIFORMS d/b/a **PREMIER UNIFORMS** and **TACTICAL SUPPLY**
6601 Montana Ave, Suite-#B-C
El Paso, Texas 79925
Ph. (915) 771-6601

Re: Renewal/Extension for Contract #C-10-010-05-25- "Purchase of Uniforms and/or Accessories" (on an as needed basis) - Hidalgo County

Dear Mr. Thompson:

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 two (2) one (1) year periods as provided in the current contract (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.

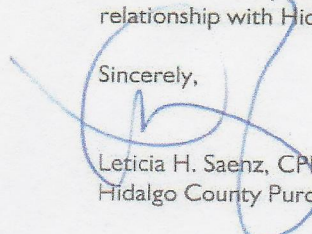
By: 
Vernon Thompson, Owner or
Authorized Signatory for Premiere Uniforms d/b/a
Premier Uniforms and Tactical Supply

Date: 5-3-12

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



CERTIFICATE OF LIABILITY INSURANCE

PREMI02

OP ID: SF

DATE (MM/DD/YYYY)

05/14/12

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 GRONA BOLES MARTIN BLOXSOM 800 Isom Road, Suite 100 P. O. Box 790828 San Antonio, TX 78279-0828 William R Martin	210-366-5094 210-366-9549	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Lloyds Ins Co INSURER B: Service Lloyds INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 41262
	INSURED Premier Uniform DBA Premier Uniforms & Tactical Supply 2111 West Ave San Antonio, TX 78209		


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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6607679A424	06/25/11	06/25/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6607679A424	06/25/11	06/25/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SRZD2608512	05/11/12	05/11/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Hidalgo County as Additional Insured - Vendor #CG2015 (11/88)

CERTIFICATE HOLDER**CANCELLATION**

HIDAL03 Hidalgo County 2812 S. Highway Business #281 Edinburg, TX 78539	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 
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AI-32285
CC CONSENT

APPROVED

10. I.

Meeting Date: 05/15/2012

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION



1. Presentation by (awarded vendor) Hector Ayala d/b/a Uniforms of Texas on acquisition of company and assets (all existing Hidalgo County contracts as of April 9, 2012 pursuant to date of Bill of Sale) by "PREMIERE UNIFORMS d/b/a PREMIERE UNIFORMS and TACTICAL SUPPLY;



2. Requesting authority to exercise the first (1st) of the additional two (2) one (1) year extension terms as provided in current contract #C-10-010-05-25 for: "Purchase of Uniforms and/or Accessories" for Hidalgo County, under the same rates, terms and conditions with PREMIERE UNIFORMS d/b/a PREMIER UNIFORMS TACTICAL SUPPLY.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: obj. 605 Co. Wide

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This is a countywide contract. Possible funding source is obj. 605 "Clothing & Uniforms". Purchases are on an "as needed" basis. Please refer to attached expense report for funding availability as of 5-11-12.

Attachments

email from legal insurance

Extension-Uniforms of Tx n/k/a Premiere Uniforms & Tactical Supply- Exp. Report as of 5-11-12

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/11/2012 11:53 AM
Budget & Management	Merlen P. Munoz	05/11/2012 01:14 PM
Ivan Cantu	Ivan Cantu	05/11/2012 03:36 PM
Auditor's Office	Monica Badillo	05/11/2012 04:07 PM
Form Started By: Letty Saenz		Started On: 05/09/2012 01:48 PM
Final Approval Date: 05/11/2012		

Download PDF Packet Print Agenda Return



**AGENDA
CC CONSENT
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
May 15, 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.)
2. **2012 Intradepartmental transfers:**
 - A. 2012 - 139th District Court (1100)
 - B. 2012 - 370th District Court (1100)
 - C. 2012 - Budget & Mgmt. (1100)
 - D. 2012 - County Wide Insurance (1100)
 - E. 2012 - Emergency Management (1100)
 - F. 2012 - Facilities Mgmt. (1100)
 - G. 2012 - Health & Human Services Dept. (1293)
 - H. 2012 - Health & Human Services Dept. (1293)
 - I. 2012 - HIDTA (1291)
 - J. 2012-Elections Dept (1100)
 - K. 2012 - Human Resources (1100)
 - L. 2012 - I.T. Department (1100)
 - M. 2012 - Pct. #3 BCAP (1312)
 - N. 2012 - Pct. #4 Administration (1200)
 - O. 2012 - Pct. 4 Landfill (1100)
 - P. 2012 - Sheriff's Office (1100)
 - Q. 2012 - Sheriff's Office (1100)

all approved

3. 2012 Interdepartmental transfers:

approved

A. Pct. 1 TXDOT (1315):
Approval of 2012 interdepartmental transfer from FM 493 (US83-Mile10N), program #043, to Mile 6 West (US 83-SH 107), program #039, in the amount of \$63,808.53 to fund Supplemental Agreement #1 with TEDSI Infrastructure Group, Inc. in relation to the Mile 6 West road project.

approved

B. Pct. #1 CO's 2010 A & B (1342):
Approval of 2012 interdepartmental transfer from Pct. 1 Roads, program #041, to Bar Ditches, program #087, and HCCID #9 Drain Channels, program #092, in the amount of \$26,000.00 to fund the Pct. 1 Drainage Improvement labor reimbursements for the month of March 2012 (PP #5-6).

4. Planning Department:

approved

- A. 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
- 2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

5. Monthly Fee Reports:

approved

A. District Clerk:
Approval of March 2012 Monthly Fee Report.

6. Right of Way - Permits:

approved

A. North Alamo Water Supply Corporation:
1. From C/L of Old Blanca Rd & mile 9N go north 2,300' on the ES & WS- Bore- NAWSC; 3/4" service connection

7. Tax Refunds:

approved

Acct Number	Payer	Amt
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	\$2718.27
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	\$2720.16
S2982.00.000.0015.00	Ridge CBF McAllen II LLC	\$20647.47
S3004.02.000.0004.00	Ridge CBF McAllen II LLC	\$2596.47
S3004.02.000.0004.00	Ridge CBF McAllen II LLC	\$2597.25
S3004.02.000.0003.00	Ridge CBF McAllen II LLC	\$13196.70

8. Urban County:

approved

A. Request approval to enter into two (2) "Homebuyer Assistance Program" Contracts under the Home Program.

approved

B. Request for approval of two (2) applicants in the Countywide area under the HOME Owner-Occupied Housing Rehabilitation Program.

9. Budget & Management:

approved

A. Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. paying account for claims paid by Tristar Risk Management in the amount of \$54,254.30 for the period of 04/16-30/2012 and requesting approval of wire transfer.

10. 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. Requesting authority to advertise and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto and drafted by the Hidalgo County WIC program for "Medical Supplies" including the re-advertisement of project in the event no bids and/or rejection responses are received and project is still required RFB NO: 2012-053-00-00-MEG.
- B. Precinct 4:
Requesting approval & authority to enter into a 12 month monitoring agreement and execute required agreement with Perez, Jose R. d/b/a First State Security and Alarms through requisition #214717 \$20.00/month (\$240.00/annually). Effective dates of 5/1/12 - 4/30/2013.
- C. Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Precinct No. 4-"Pit Run Caliche"-RFB No.: 2012-103-06-06-SGS, including the re-advertising of project in the event no bids/responses are received and/or are rejected and the project is still required.
- D. Acceptance and approval to exercise the County's option to renew the letter of engagement services with Arbitrage Compliance Specialists, Inc. the first (1st year) of the three (3)-one (1) year extension as provided in the RFQ No: 2011-070-03-16-VYG for the "Arbitrage Calculation Services".
- E. Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit (s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.
- F. **Sheriff's Office:**
Requesting authority to renew our software annual maintenance agreement with Gilbarco thru requisition #213707 in the amount of \$175.00/yr from 04/29/2012-04/29/2013.
- G. Acceptance and approval of Invoice #11324130 in the amount of \$6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.
- H. Acceptance and approval of request for payment of invoices as submitted by L & G Consulting Engineers, Inc. with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed for the following invoices:
 1. Invoice #11324118-\$11,831.20-PO#596375-Work Authorization No. 1- Contract #C-07-451-12-26
 2. Invoice #11324119-\$18,000.00-PO#617489-Work Authorization No. 1- Contract #C-08-417-12-09
 3. Invoice #11324120-\$ 6,650.50-PO#644483-Work Authorization No. 2- Contract #C-08-417-12-09



1. Presentation by (awarded vendor) Hector Ayala d/b/a Uniforms of Texas on acquisition of company and assets (all existing Hidalgo County contracts as of April 9, 2012 pursuant to date of Bill

of Sale) by "PREMIERE UNIFORMS d/b/a PREMIERE UNIFORMS and TACTICAL SUPPLY;



2. Requesting authority to exercise the first (1st) of the additional two (2) one (1) year extension terms as provided in current contract #C-10-010-05-25 for: "Purchase of Uniforms and/or Accessories" for Hidalgo County, under the same rates, terms and conditions with PREMIERE UNIFORMS d/b/a PREMIER UNIFORMS TACTICAL SUPPLY.

AgendaQuick©2005 - 2012 Destiny Software Inc., All Rights Reserved

Bill of Sale

Date: April 9, 2012

Seller: Hector Ayala, Individually and D/B/A Uniforms of Texas

Seller's Mailing Address:

Hector Ayala, Individually and D/B/A Uniforms of Texas
4771 Vista Del Monte
El Paso, El Paso County, Texas 79922

Buyer: Premier Uniform, Inc.

Buyer's Mailing Address:

Premier Uniform, Inc.
2111 West Ave.
San Antonio, Bexar County, Texas 78201

Consideration:

The considerations set forth in that certain Asset Purchase Agreement of even date herewith between Seller and Buyer.

Transferred Properties:

Assets of Seller located at 6601 Montana Ave., Suites B&C, El Paso, Texas 79925, including furniture, fixtures, tools, equipment, inventory, raw material, work in progress, or material used or consumed in Seller's Business, Seller's customer list, telephone and facsimile numbers. Excluded from the sale are Seller's accounts receivable and the inventory of Seller seized by the United States and now in the possession of the United States. Seller is responsible for his accounts payable.

Reservations from Transfer:

None.

Exceptions to Transfer and Warranty:

None.

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the

Transferred Properties to Buyer and Buyer's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Seller but not otherwise, except as to the Reservations from Transfer and the Exceptions to Transfer and Warranty.

As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the Asset Purchase Agreement and this Bill of Sale. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the Asset Purchase Agreement and this Bill of Sale.

When the context requires, singular nouns and pronouns include the plural.

Hector Ayala

Hector Ayala, Individually and D/B/A Uniforms of Texas

Premier Uniform, Inc., a Texas corporation.

By: *Sterling Thompson*
Sterling Thompson, Vice President
VERNON *Hq* *Det*

STATE OF TEXAS)

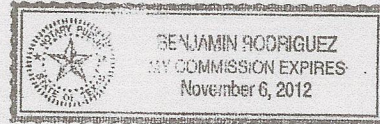
COUNTY OF EL PASO)

This instrument was acknowledged before me on April 9th, 2012, by Hector Ayala, Individually and D/B/A Uniforms of Texas.

B Rodriguez
Notary Public, State of Texas

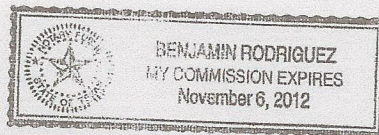
STATE OF TEXAS)

COUNTY OF EL PASO)



This instrument was acknowledged before me on April _____, 2012, by Sterling Thompson, as the Vice President of Premier Uniform, Inc., a Texas corporation, on behalf of said corporation.

B Rodriguez
Notary Public, State of Texas



ASSIGNMENT OF CONTRACTS WITH CUSTOMERS

In accordance with the Asset Purchase Agreement between Hector Ayala, Individually and d/b/a Uniforms of Texas as Seller and Premier Uniforms and Sales Co. Inc. as Buyer, I Hector Ayala Individually and d/b/a Uniforms of Texas transfer, convey and assign to Premier Uniforms and Sales Co. Inc. any and all right, title and interest I may own or have any future claim of ownership in and to contracts with customers of Seller.

Seller will furnish to Buyer all information and records which Buyer requests regarding said accounts.

It is agreed that accounts receivable of Seller as of 9, 2012, remain the property of Seller.

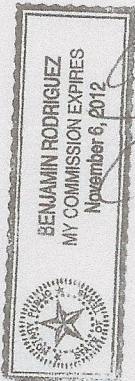
Signed this 9 day of April, 2012.

Buyer:
Premier Uniforms and Sales Co., Inc.

Vernon Thompson
Vernon Thompson, President,
Buyer

Seller:
Hector Ayala, Individually and
D/B/A Uniforms of Texas

Hector Ayala
Hector Ayala, Seller



State of Texas
County of El Paso

This instrument was acknowledged before me on April 9, 2012 by Vernon Thompson and Hector Ayala

[Signature]
Notary Public

STATE OF TEXAS §

COUNTY OF EL PASO §

ASSET PURCHASE AGREEMENT

. THIS AGREEMENT is made and entered into by and between **HECTOR AYALA D/B/A UNIFORMS OF TEXAS** hereinafter referred to as "Seller"; and **PREMIER UNIFORM, INC.** hereinafter referred to as "Buyer".

The parties hereto hereby agree as follows:

Seller is presently the owner of business known as UNIFORMS OF TEXAS, hereinafter referred to as the "Business", located at 6601 Montana Ave. , Suites B & C, El Paso, Texas 79925.

The parties are in agreement as follows:

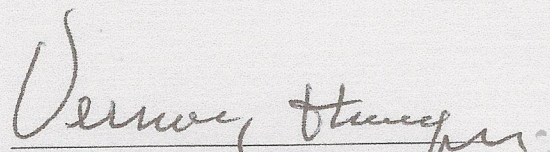
1. Seller agrees to sell and Buyer agrees to purchase all of the assets including customer, mailing lists, telephone and facsimile numbers of the Business, but not including accounts receivable and not including the inventory seized by the United States.
2. Seller shall transfer to Buyer the furniture, fixtures, inventory, equipment, customer list, mailing list, telephone and facsimile numbers and leasehold on the premises located at 6601 Montana Ave., Suites B & C, El Paso, Texas 79925. Excluded from the sale are Seller's accounts receivable and the inventory seized by the United States. With respect to such seized inventory, if and when it is returned to Seller, Seller and Buyer agree to negotiate in good faith for Buyer's purchase of such inventory. In the event that Seller and Buyer cannot reach agreement for the sale and purchase within thirty (30) days of the date of the return of such inventory to Seller, then Seller shall be free to sell such inventory to such persons and upon such terms as Seller shall determine. The sale of such inventory shall not be a violation of Seller's non-compete agreement or consulting agreement as set forth herein.
3. Seller will agree to a Non-Competition Agreement with Buyer for a period of TWO (2) years within 100 miles of Buyer's business location in El Paso, Texas as a part of the consideration for purchase of Sellers assets.
4. Buyer is buying the assets of the Business "AS IS", "WHERE IS", without any warranties of any kind.
5. Seller warrants that he is delivering the assets of the Business free and clear of liens, encumbrances and taxes; PROVIDED, HOWEVER, that Buyer understands that Seller owes trade accounts payable which Buyer is not assuming.
6. The sales price shall be \$75,000.00 with payment to Seller at closing, plus the cancellation of Seller's debt to Buyer in the amount of \$34,700.00 for outstanding invoices owed.
7. Seller will not voluntarily encumber the assets of the Business.

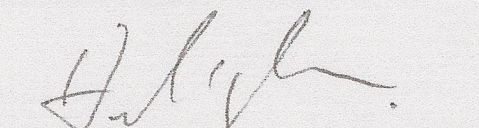
8. Buyer shall assume Seller's lease for the premises at 6601 Montana Ave., Suites B & C, El Paso, Texas 79925. The rent shall be prorated as of the date hereof.
9. Seller and Buyer shall enter into a Consulting Agreement under which Seller shall be paid a consulting fee, for two years from date hereof, in the amount of five (5%) percent of gross sales, as more particularly defined in the Consulting Agreement. Seller will also agree to a covenant not to compete with Buyer for the two (2) year period within 100 miles of the Business location, which shall also be contained in the Consulting Agreement.
10. Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.
11. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision, or portions thereof, shall not be affected thereby.
12. Whenever used herein, the singular shall include the plural, and the plural shall include the singular.
13. This Agreement shall inure to the benefit of and shall be binding on the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
14. This Agreement, and the documents executed in accordance herewith, contain the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.
15. The Parties agree that this Agreement in no way creates a partnership or ownership relation between the Buyer and Seller neither shall be responsible for the debts or liabilities of the other.
16. All agreements of the parties shall survive the closing hereunder.
17. This Agreement may be signed in original or by fax in counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one complete document.

Executed and effective this 9 day of April, 2012.

Buyer:
Premier Uniform, Inc.

Seller:
Hector Ayala, Individually and
D/B/A Uniforms of Texas


Sterling Thompson, ~~Vice~~ President
Vernon


Hector Ayala

HA
/s/

REQUIREMENTS AGREEMENT
C-10-010-05-25

THIS AGREEMENT (the "Agreement") is entered into effective as of the **25th** day of **May, 2010** by and between **Hector Ayala d/b/a Uniforms of Texas** ("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 sole option to extend/renew for an additional two (2) one (1) year terms 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 **May 25, 2010** and expire on **May 24, 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:

Hector Ayala d/b/a/ Uniforms of Texas
Hector Ayala, Owner
6601 Montana Avenue, Suite # B-C
El Paso, Texas 79925

Each notice, demand, request or communication which shall be delivered or mailed in the 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.

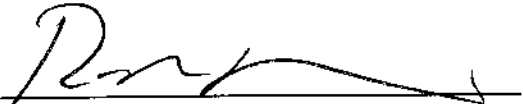
EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: May 25th, 2010

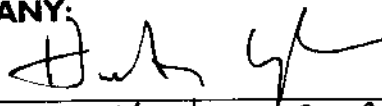
COUNTY OF HIDALGO

ATTEST:


Arturo Guajardo Jr., County Clerk

By: 
Rene A. Ramirez, County Judge

COMPANY:

By: 
Printed Name: Hector Ayala
Title: Owner

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

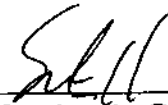

Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

March 15, 2010

Re: Hidalgo County - Bid No: 2010-010-03-31-MEG
Request for Bids - Hidalgo County - "Purchase of Uniforms and/or Accessories"

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for you 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, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
Bid No: 2010-010-03-31-MEG

1. Request for Bid Letter consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
(Page 8 must be submitted with bid)
3. Exhibit "A" Specifications, consisting of 10 pages.
4. Exhibit "B" Bid Form, consisting of 5 pages.
(Must be submitted with bid)
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
(Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Copy of receipt and this form must be submitted with bid)
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
(Must be submitted with bid)
8. Certification Regarding Debarment, consisting of 1 page.
(Must be submitted with bid)
9. Draft Requirement Agreement, consisting of 8 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 or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB
Purchasing Agent

March 15, 2010
Bat

REQUEST FOR BIDS

HIDALGO COUNTY “PURCHASE of UNIFORMS and/or ACCESSORIES”

**BID OPENING DATE:
MARCH 31, 2010**

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-2010-010-03-31-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, MARCH 31 , 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-2010-010-03-31-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) 312626
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, 10:30A.M.

March 18, 2010

Bid Opening, 9:30 AM

March 31, 2010

Award of Contract

_____ 2010

Commence Work or Deliver Products

_____, 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 17.

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 items 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.: 2010-010-03-31-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 **THURSDAY MARCH 18, 2010 at 10:30 a.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"
BID NO.: 2010-010-03-31-MEG

acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURAGED 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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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 bear 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, MARCH 24, 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. MARCH 26, 2010.

Exhibit "A"
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PRECINCT No. 1		#1
A	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 1/2" x 1 1/2" Patch.
B	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)
C	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: <ul style="list-style-type: none"> 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
D	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: MXXL Colors: Royal Blue, Navy, Khaki, Red, Hunter Green, Black
E	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
A	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: <ul style="list-style-type: none"> 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

Exhibit "A"
HIDALGO COUNTY
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ELECTIONS DEPARTMENT		#3
A	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.
B	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 geen. Sizes vary from small through 2XL

IT DEPARTMENT		#4
A	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.
B	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
A	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
B	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: MXXL Colors: White with Navy Blue Seal and lettering
C	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: NavyBlue with white seal and letting
D	TACTICAL PANTS	Pre-washed, Fade Resistant, 8.5 oz D0% 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: NavyBlue
E	CAPS	Baseball type 100% polyester, Velcro adjustable strap to beembroidered with "COUNTY SEAL" and Office Wording Color: NavyBlue with white seal and lettering

Exhibit "A"
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CONSTABLE PRECINCT NO. 3 (sample needed for all products)		#6
A	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)
B	TROUSER BELT	1 3/4" Black leather belt, hand-creased with rubbed edges with removable nickel buckle with plain finish (Sizes 28 to 50 waist)
C	TIE	Taupe color, Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt, size Regular (17 1/2") Long (19 1/2"), 3" wide with permanent knot, made of polyester
D	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 XXXXXL)
E	PANTS	BDU pants, Brown in color, sizes from regular or long from small to XXXXXL, 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
F	CAPS	Hot weather combat cap, Brown in color, constructed from 65% poly / 35% cotton (size from small to XXL)
G	T SHIRTS	Constructed from 65% poly / 35% cotton, brown in color (sizes from small to XXXXL)
H	NAME STRIPS	Embroidered name strips, Khaki in color with black lettering and applied to shirt to shirt to the tactical uniform shirt
I	RED SHOULDER CORDS	VENDORS MUST BRING SAMPLES
J	UNIFORM PATCHES	VENDORS MUST BRING SAMPLES
K	DRESS GLOVES	White in color, with snaps, 100% cotton (sizes medium to X Large)
L	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
M	RAIN COVERS FOR HATS	Plastic covers for hats 4"brim
N	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 3/4and up)...Felt cowboy hat: Stetson felt (equal or better), Style: Roper, Color Silver Belly, 4" brim, quality 4X or better (sizes 6 3/4and up)
O	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)
P	MISCELLANEOUS CAPS	Mesh baseball cap 65% polyester / 35% cotton 100% mesh back w/ embroidered department emblem (emblems may vary) adjustable
Q	SHIRT	Body armor under shirt (sizes small and up)
R	TWILL LONG SLEEVE SHIRT	Embroidered with name and department emblem or badge (sizes small and up)
S	POLO SHIRT	Short sleeve polo shirt with name and department emblem or badge (sizes small and up)
T	TRADITIONAL WORK COAT (equal or better)	Constructed from 12 oz. frm 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"
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<i>Juvenile Justice Center</i>		#7
<i>(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)</i>		
A	BDU TROUSERS	Propper (or equivalent to) pants, 60% Cotton/ 40% Polyester, Color - Navy Blue Sizes X Small through X-Large
B	SWAT BOOTS	Sizes (Men) - 9 through 10 ½W, Sizes (Women) 7 through 9
C	RUNNING SHOES	Heavy duty with breathable eyelets, reinforced rubber toe cap, full cushion insoles, non-skid, non marking Sizes 7 ½through 11
D	SHOES DECK STYLE	Heavy duty canvas step Canvas uppers, non skid rubber soles, Color- Navy, Sizes Male and Female 5-13
E	BELTS	Color- Black Sizes-Small through X Large
F	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
G	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
H	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
I	STAFF SHORTS	100% Polyester/ 100% Nylon, Color- Black with no lettering, Male and female sizes- Small through XX Large
J	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
K	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
L	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
M	T-SHIRT CREW NECK SWEAT TOP	White, preshrunk, durable taped neck, shoulder seams, extra long tail, 100% cottonsizes: small, medium, large adults and XL
N	SWEAT BOTTOM	Ash Gray Crew Neck 50% Cotton, 50% Polyester, Collar, cuffs Waistband is covered-seamed and ribbed Sizes small, medium, large and XL
O	SWEATSHIRTS	Ash Gray 50% Cotton, 50% PolyesterElastic cuffs Sizes small, medium, large and XL
P	SWEATPANTS	50% Cotton/ 50% Polyester, Long sleeves, Color- navy, Size- Medium through 3 XL
Q	SPORT BRAS	50% Cotton/ 50% Polyester, Elastic Waistband, Removable Drawstring, Color- Navy, Size Medium through 3 XL
R	WOMEN'S PANTIES	Two ply lycra/cotton, Hookless pull on style no metal of plastic, racer style back, Color- White, Sizes- small through XX Large
S	MEN'S BRIEFS	Brief style, Elastic waistband and leg bands, cotton, Color- white, Sizes 5 through 10
T	BOXER BRIEFS	Cotton, Color- White, Size- Small through X Large
U	TUBE SOCKS	Preshrunk, white, 100 %cotton youth sizes small (small, med, large & XL)
V	CREW SOCKS	Cotton Polyester blend, Color- white, Size- small through large
W	DISPOSABLE SHIRTS AND TROUSERS	White crew socks, 86% cotton, 14% man made fiber reinforced gray heel and toe ...Extra thick cushioned foot
X	COOKING HATS	Spun bonded polypropylene, cloth like fabric, Color- Light blue, Size- Medium through XX Large
Y		Disposable white, (Sizes med, large)

Exhibit "A"
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FIRE MARSHAL		#8
A	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> <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>
B	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> <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>
C	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> <p>Colors: Navy, Khaki, Red, Hunter Green, Black</p>
D	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> <p>Colors- Navy, White, Black</p>
E	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> <p>Colors- black, navy, khaki</p>
F	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> <p>Color-Navy</p>
G	STRUCTURAL BOOT	<p>16" Bunker fire boots, Shoe fit design, Padded shin protector, Grack 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>
H	CAPS	<p>Baseball type, 100% polyester , Velcro adjustable strap , Color- Navy</p>

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FIRE MARSHAL(cont'd)		#8
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
J	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 dring, Double reinforced seat, Double knees and hidden knee pad pockets, 30-44 waist sizes for men and 8-16 sizes for women
K	HEAVY DUTY WORK PANT	Stain-resistant, 8 ounce 65% poly/ 35% cotton twill, Durable press finish so parts 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
L	CLASS A TROUSER	5 oz 65% polyester 35% cotton, Brass ratcheting YKK zipper, Gush- proof hook and eye closure, 30-44 waist sizes for men and 8-16 sizes for women Colors- Navy, Black, Khaki
M	TACTICAL TROUSER	6.5 oz 65% polyester/ 35% cotton twill, Gripper elasticwaistband 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
N	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
O	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
P	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, Flt 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
Q	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
R	DUTY BOOT	8" Men's Waterproof ETC Safety Toe Zipper Boot (or equivalent to), Lace to toe military styling, Steel toe bootmeets 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 ubram outsole (or equivalent to), Sizes will vary: Men 8-12 and Women 6-9

EXHIBIT "B"
HIDALGO COUNTY
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01. Precinct No. 1

A.	Patches, Emblems, Embroidery		\$
B.	Shirts	S-X Large	\$
		2XLG-3XLG	\$
C.	Long Sleeve Twill	S-X Large	\$
		2XLG-3XLG	\$
D.	Short Sleeve Twill	S-X Large	\$
		2XLG-3XLG	\$
E.	Heavy Duty Work Pant	Men 30-44	\$
		Women 8-16	\$

02. Precinct No. 3

A.	Long Sleeve Twill	S-X Large	\$
		2XLG-3XLG	\$

03. Elections Department

A.	Shirts with pockets (long and short sleeves)	S-X Large	\$
		2XLG-3XLG	\$
B.	Sport Polo Shirt (short sleeve)	S-X Large	\$
		2XLG-3XLG	\$

04. IT Department

A.	Shirts with pockets (long and short sleeves)	Small- X Large	\$
		2XLarge	\$
B.	Sport Polo Shirt (short sleeve)	Small- X Large	\$
		2XLarge	\$

05 Safety Department

A.	Long Sleeve Twill	Small- X Large	\$
		2XLarge	\$
B.	Short Sleeve Twill	Small- X Large	\$
		2XLarge	\$
C.	Sport Shirt Polo	Small- X Large	\$
		2XLarge	\$
D.	Tactical Pants	Men 30-46	\$
E.	Caps		\$

EXHIBIT "B"
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6. Constable Precinct No. 3

A.	Raincoat	S-X-Large	\$
		2XLg-6XLg	\$
B.	Trouser Belt	Sizes 28-50 waist	\$
C.	Tie		\$
D.	Tactical Uniform Shirt	Small-X Large	\$
		2XL-6XL	\$
E.	Pants	Small-X Large	\$
		2XL-6XL	\$
F.	Caps	Small-X	\$
		2X Large	\$
G.	T-Shirts	Small-X Large	\$
		2XL-6XL	\$
H.	Name Strips		\$
I.	Red Shoulder Cords		\$
J.	Uniform Patches		\$
K.	Dress Gloves	S-X LG	\$
L.	Replacement Buttons for Shirts		\$
M.	Rain Covers for Hats		\$
N.	Cowboy Hats (See Specifications)	6 ¾ & up	\$
O.	Shirts Men's	Small-X LG	\$
		2XL-3XLG	\$
	Women's	Small-X LG	\$
		2XL-3XLG	\$
P.	Miscellaneous Caps		\$
Q.	Shirts	Small-X LG	\$
		2XL-3XLG	\$
R.	Twill Long Sleeve Shirt	Small-X-LG	\$
S.	Polo Shirt	Small-X-LG	\$
T.	Traditional Work Coat	Small-X-LG	\$

EXHIBIT "B"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO. : 2010-010-03-31-MEG

07. Juvenile Justice Center
(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)

A.	BDU Trousers	Sizes XS-XL	\$
		(Men) 9-10 ½ W	\$
B.	Swat Boots	(Women) 7-9	\$
C.	Running Shoes	7 ½- 11	\$
D.	Heavy Duty Canvas Step Ins Deck Style Shoes	(Men) 9-10 ½ W	\$
		(Women) 7-9	\$
E.	Belts	Small- X Large	\$
F.	Youth T-Shirts	Small- X Large	\$
G.	Youth Shorts	Small- X Large	\$
H.	Staff T-Shirts Small- X Large	2XLarge	\$
I.	Staff Shorts Small- X Large	2XLarge	\$
J.	Reg. Length Walking Shorts	S-XLG	\$
	Men	XXL-4XL	\$
	Women	S-XLG	\$
		XXL-4XL	\$
K.	Windbreaker Jackets Small-X Large (M & F)	Sm-X Lg 2XLarge	\$
L.	V-Neck Shirts Small- X Large	2XLarge- 4XLG	\$ \$
M.	T-Shirts Crew Neck	SM, Med, LG	\$
N.	Sweat Ash Gray Top	SM, Med, LG	\$
O.	Sweat Ash Gray Bottom	SM Med, LG	\$
P.	Sweatshirts	S-X LG 2X LG	\$ \$
Q.	Sweatpants	S-X LG 2XLG	\$ \$
R.	Sport Bras Small-X Large	2XLG	\$
S.	Women's Panties	Sizes 5-10	\$
T.	Men's Briefs	Small-X LG	\$
U.	Boxer Briefs	SM-M-LG	
V.	Tube Socks	Small-LG	\$
W.	Crew Socks		\$
X.	Disposable shirts & trousers	Med, LG XXL	\$ \$
Y.	Cooking Hats	Med, LG	\$

EXHIBIT "B"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

08. Fire Marshal

A.	Long Sleeve Twill	Med X LG	\$
		2XLG	\$
B.	Short Sleeve Twill	Med X LG	\$
		2XLG	\$
C.	Sport Shirt Polo	Med X LG	\$
		2XLG	\$
D.	Duty Polo	Med X LG	\$
		2XLG	\$
E.	T-Shirts	Med X LG	\$
		2XLG	\$
F.	Sweatshirts	M-X LG	\$
		2XLarge	\$
G.	Structural Boots	(Men) 8-12	\$
		(Women) 6-9	\$
H.	Caps		\$
I.	Class A Shirt	M-X LG	\$
		2XLarge	\$
J.	Tactical Pant	Men 30-44	\$
		Women 8-16	\$
K.	Heavy Duty Work Pant	Men 30-44	\$
		Women 8-16	\$
L.	Class A Trouser	Men 30-44	\$
		Women 8-16	\$
M.	Tactical Trouser	Men 30-44	\$
		Women 8-16	\$
N.	Windbreaker	M-X LG	\$
		2XLarge	\$
O.	Raincoat	M-X LG	\$
		2XLarge	\$
P.	Duty Jacket	M-X LG	\$
		2XLarge	\$
Q.	Overalls	M-X LG	\$
		2XLarge	\$
R.	Duty Boot	Men 8-12	\$
		Women 6-9	\$

EXHIBIT "B"
HIDALGO COUNTY
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NO/FAX NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

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

INSURER A
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

COVERAGES OR ENDORSEMENTS LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE DOES NOT CONFIRM THE ACCURACY OF THE INFORMATION PROVIDED BY THE INSURED. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	AGGREGATE LIMIT	COVERAGE DESCRIPTION
GENERAL LIABILITY				COMMERCIAL GENERAL LIABILITY PRODUCTS/COMPLETED OPERATIONS BODILY INJURY ADVERTISING PERSONAL AND ADVERTISING INJURY MEDICAL EXPENSE POLLUTANT RELEASE FIRE VEHICLES AUTOMOBILE LIABILITY GARAGE LIABILITY EXCESS LIABILITY WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER
AUTOMOBILE LIABILITY				BODILY INJURY PROPERTY DAMAGE UNINSURED MOTORIST MEDICAL EXPENSE POLLUTANT RELEASE FIRE VEHICLES
GARAGE LIABILITY				BODILY INJURY PROPERTY DAMAGE UNINSURED MOTORIST MEDICAL EXPENSE POLLUTANT RELEASE FIRE VEHICLES
EXCESS LIABILITY				BODILY INJURY PROPERTY DAMAGE UNINSURED MOTORIST MEDICAL EXPENSE POLLUTANT RELEASE FIRE VEHICLES
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				BODILY INJURY PROPERTY DAMAGE UNINSURED MOTORIST MEDICAL EXPENSE POLLUTANT RELEASE FIRE VEHICLES
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.

INSURED
Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

AGENCY
AGENCY ADDRESS
AGENCY PHONE
AGENCY FAX
AGENCY EMAIL
AGENCY WEBSITE
AGENCY URL
AGENCY CONTACT PERSON
AGENCY CONTACT PHONE
AGENCY CONTACT EMAIL
AGENCY CONTACT FAX
AGENCY CONTACT WEBSITE
AGENCY CONTACT URL
AGENCY CONTACT PERSON
AGENCY CONTACT PHONE
AGENCY CONTACT EMAIL
AGENCY CONTACT FAX
AGENCY CONTACT WEBSITE
AGENCY CONTACT URL

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.

THIS FORM MUST ACCOMPANY BID PACKET

**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 For vendor or other person doing business with local governmental entity		FORM CIQ
<p><small>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).</small></p> <p><small>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.</small></p> <p><small>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.</small></p>	OFFICE USE ONLY Date Received: _____	
<p>1 Name of person who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p style="font-size: x-small;">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.</p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center; margin-top: 20px;"> _____ Signature of person doing business with the governmental entity </p> <p style="text-align: right; margin-top: 20px;"> _____ Date </p>		

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:

**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.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (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.

Social security number
OR
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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

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 ⁴
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ⁴
7. A valid trust, estate, or pension trust	Legal entity ⁵
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

¹List 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.

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

³You 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.

⁴List 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 indicted 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 certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”
BID PAGE

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

01. Precinct No. 1

A.	Patches, Emblems, Embroidery		\$ 5.50
B.	Shirts EDWARDS 1077	S-X Large	\$ 16.95
		2XLG-3XLG	\$ 17.95
C.	Long Sleeve Twill CHESTNUT S600T	S-X Large	\$ 23.90
		2XLG-3XLG	\$ 27.99
D.	Short Sleeve Twill CHESTNUT S500T	S-X Large	\$ 23.90
		2XLG-3XLG	\$ 27.99
E.	Heavy Duty Work Pant DICKIE 874	Men 30-44	\$ 13.45
		Women 8-16	\$ 13.45

02. Precinct No. 3

A.	Long Sleeve Twill CHESTNUT S600T	S-X Large	\$ 23.90
		2XLG-3XLG	\$ 25.99

03. Elections Department

A.	Shirts with pockets (long and short sleeves) EDWARDS 1230/1280	S-X Large	\$ 16.95
		2XLG-3XLG	\$ 18.95
B.	Sport Polo Shirt (short sleeve) BRODER BROTHERS 3800	S-X Large	\$ 10.85
		2XLG-3XLG	\$ 13.00
C.	Jackets Liberty 560	S-X Large	\$ 16.95
		2XLG-3XLG	\$ 18.31
D.	Logo Patch PREMIER		\$ 1.90

04. IT Department

A.	Shirts with pockets (long and short sleeves) EDWARDS 1230/1280	Small- X Large	\$ 16.35
		2XLarge	\$ 18.62
B.	Sport Polo Shirt (short sleeve) BRODER BROTHERS 3800	Small- X Large	\$ 8.89
		2XLarge	\$ 11.01

OPENED
9:50am
2/21/2010

Witnessed

[Signature]

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

05 Safety Department

A.	Long Sleeve Twill	Small- X Large	\$ 24.99
	CHESTNUT S600T	2XLarge	\$ 27.99
B.	Short Sleeve Twill	Small- X Large	\$ 24.99
	CHESTNUT S500T	2XLarge	\$ 27.99
C.	Sport Shirt Polo	Small- X Large	\$ 8.89
	BRODER BROTHERS 3800NV	2XLarge	\$ 11.01
D.	Tactical Pants 5.11 74251	Men 30-46	\$ 27.00
E.	Caps BRODER BROTHERS 6363V		\$ 6.50

6. Constable Precinct No. 3

A.	Raincoat	S-X-Large	\$ 14.95
	LIBERTY 580MYE	2XL-6XLg	\$ 16.95
B.	Trouser Belt	Sizes 28-50 waist	\$ 12.90
C.	Tie SAM BROOME 90010		\$ 3.20
D.	Tactical Uniform Shirt	Small-X Large	\$ 19.90
	ATLANTICO 1384	2XL-6XL	\$ 21.90
E.	Pants	Small-X Large	\$ 19.90
	ATLANTICO 1343	2XL-6XL	\$ 21.90
F.	Caps	Small-X	\$ 4.80
	ROTHCO 9481	2X Large	\$ 4.80
G.	T-Shirts	Small-X Large	\$ 4.40
	ROTHCO 7848	2XL-6XL	\$ 5.40
H.	Name Strips JC BOWLING		\$ 2.50
I.	Red Shoulder Cords PREMIER P6010		\$ 7.95
J.	Uniform Patches PREMIER		\$ 1.90
K.	Dress Gloves PREMIER P7005	S-X-LG	\$ 3.00
L.	Replacement Buttons for Shirts PREMIER P5309		\$.79¢
M.	Rain Covers for Hats PREMIER P9002		\$ 3.50
N.	Cowboy Hats (See Specifications)	6 1/2 & up	\$ NO BID
O.	Shirts	Small-X-LG	\$ 10.95
	EDWARDS 1077 Men's	2XL-3XLG	\$ 12.95
	5077 Women's	Small-X-LG	\$ 10.95
		2XL-3XLG	\$ 12.95
P.	Miscellaneous Caps ALPHA BX010		\$ 7.50
Q.	Shirts	Small-X-LG	\$ 13.50
	UNER ARMOR 5384	2XL-3XLG	\$ 13.50
R.	Twill Long Sleeve Shirt	Small-X-LG	\$ 26.49
S.	CHESTNUT S600T		
S.	Polo Shirt	Small-X-LG	\$ 12.50
T.	BRODER BROTHERS 3800		
	Traditional Work Coat	Small-X-LG	\$ 31.00
	DICKIE 77-239		

OPENED

9:57am

3/31/2010

Witnessed

FINAL REVISED #3 - EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

07. Juvenile Justice Center
(Boot Camp, Star "Specialize Treatment & Rehabilitation Project", Detention)

A.	BDU Trousers PROPPER F520112412	X-Small - X-LG	\$ 16.60
B.	BDU Shirt PROPPER F524212412	X-Small-X-LG	\$ 16.60
		2XLG-4XLG	\$ 16.60
C.	Swat Boots SWAT 1150/1150F	Womens 6-9	\$ 48.50
		Mens 7-10 1/2 w	\$ 48.50
D.	Running Shoes	Womens 6-9	\$ 49.00
		Mens 7 1/2-11	\$ 49.00
E.	Hats	Small-X-LG	\$ 77.50
F.	Caps	Small-X-LG	\$ 4.79
G.	Shoes Deck Style	Womens 5-9	\$ NO BID
		Men 5-13	\$
H.	Heavy Duty Canvas Shoes	Womens 5-9	\$ NO BID
		Mens 7 1/2 -11	\$
I.	Belts ROTHCO 4174	Small- XLG	\$ 2.50
J.	Youth T-Shirts BRODER BROTHERS 29B	Med X LG	\$ 5.75
		2XLG	\$ 6.75
K.	Youth Shorts	Med X LG	\$ NO BID
		2XLG	\$
L.	Fleece Sweat shorts	Med X LG	\$ NO BID
		2XLG	\$
M.	Staff T-Shirts BRODER BROTHERS 29M	Med X LG	\$ 5.75
		2XLG	\$ 6.75
N.	Staff Shorts	Med X LG	\$ 6.56
		2XLG	\$ 7.56
O.	REG Walking shorts	Med X LG	\$ NO BID
		2XLG	\$
P.	Windbreaker Jackets LIBERTY 560	Med X LG	\$ 15.00
		2XLG 4XLG	\$ 16.00
Q.	V-Neck shirts ALPHA 2456/652	Med X LG	\$ 6.07
		2XLG	\$
R.	T-Shirt Crew Neck BRODER BROTHERS 363M	Med X LG	\$ 2.29
		2XLG	\$ 3.29
S.	Walking Shorts (Triple Stitch)	Med X LG	\$ NO BID
		2XLG	\$
T.	Sweat Ash Top BRODER BROTHERS 4662M	sm- med- lg	\$ 6.50
U.	Sweat Ash Bottom BRODER BROTHERS 4850MP	sm- med- lg	\$ 9.30
V.	Sweatshirts BRODER BROTHERS 4662M	sm- med- lg	\$ 7.50

OPENED

9:30am

4/31/10

Witnessed

[Signature]

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

W.	Sweatpants	Med X LG	\$ 9.60
	BRODER BROTHERS 4850MP	2XLG	\$ 12.35
X.	Sport Bras	Small-XX-LG	\$ 15.90
	BRODER BROTHERS 699S		
Y.	Women's Panties	5-10	\$ 3.90
	BRODER BROTHERS B491		
Z	Men's Briefs	Small- XLG	\$ 12.00
	UNDER ARMOR 1000667		
aa	Boxer Briefs	Youth S-XLG	\$ NO BID
bb	Tube Socks	Small-LG	\$ 1.90
cc	Crew Socks	Small-LG	\$ 6.95
dd	Ankle Socks	Small-LG	\$ 7.95
ee	Disposable Shirts & Trousers	sm- med- lg	\$ NO BID
ff	Cooking Hats	sm- med- lg	\$ NO BID
gg	Shower Shoes	sm- med- lg-xlg	\$ NO BID
hh	Cook Whites-Top	Small-X-LG	\$ 5.50
	RED KAP 5020WH		
ii	Cook Whites-Bottom	Small-X-LG	\$ 9.30
	RED KAP 2020WH		
JJ	Work Shirts	Womens S-XL	\$ 8.50
	DICKIE LS508	Mens S-XXL	\$ 8.50
kk	Work Pants	Womens S-XL	\$ 14.45
		Mens S-XXL	\$ 14.45
	DICKIE 874		

08. Fire Marshal

A.	Long Sleeve Class A	Med X LG	\$ 39.80
	FECHHEMIER 45W6900	2XLG-3XLG	\$ 47.76
	Short Sleeve Class A	Med X LG	\$ 34.10
	FECHHEMIER 95R6900	2XLG-3XLG	\$ 40.92
B.	Performance Polo Shirt	Med X LG	\$ 32.00
	UNITED UNIFORM 571	2XLG-3XLG	\$ 36.94
C	Ufx Performance Tactical Polo's	Med X LG	\$ 19.95
	5.11 71182	2XLG-3XLG	\$ 21.00
D	Sweatshirt	Med X LG	\$ 7.39
	BRODER BROTHERS 4662M	2XLG-3XLG	\$ 9.91
E	Sweatshirt	Med X LG	\$ 6.99
	CHESTNUT C874 100% Poly Cap	2XLG-3XLG	\$
F	Tactical TacLite Pro Pant	M-X LG	\$ 27.96
	5.11 74273	2XLG-4 XLG	\$ 28.96
G	Tactical 5 In 1 Jacket	M-X LG	\$ 130.00
	5.11 48017	2XLG-4 XLG	\$ 131.00
H	Tactical Packable Jacket (Plain)	M-X LG	\$ 15.95
	5.11 48035	2XLG-4 XLG	\$ 16.95
I	Tactical Uniform Boot	(Men) 9-12	\$ 86.50
	BATES 2272		
J	Leather Fire Fighting Boot	(Men) 9-12	\$ 205.95
	804-6391 THOROGOOD		
K	Fire Protective Clothing, Pants And Coat	M-X LG	\$ NO BID
		2XLG-4 XLG	\$

OPENED

9:57am
2/31/2010

Witnessed

[Signature]

FINAL REVISED #3 -EXHIBIT "B"
HIDALGO COUNTY- Addendum 3
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2010-010-03-31-MEG

L	Tactical Holster Shirt	Med X LG	\$ 28.00
		2X LG-3X LG	\$ 29.00
M	Tactical Operator Belt		\$ 17.95
N	Tactical B Class Uniform Pants - Men's, Poly-Rayon	various sizes	\$ 37.50

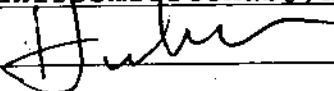
BIDDER/COMPANY NAME: UNIFORMS OF TEXAS

ADDRESS: 6601 MONTANA AVE SUITE B&C

CITY/STATE/ZIP: EL PASO TEXAS 79925

PHONE NO/FAX NO: 915-771-6601 915-843-6601

E-MAIL ADDRESS: uniforms oftexas@yahoo.com

AUTHORIZED SIGNATURE: 

TITLE: OWNER

OPENED

9:57am

3/31/2010

Witnessed

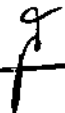


EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/24/10
PRODUCER BACA INSURANCE VICTOR BACA 5539 N MESA SUITE A EL PASO, TX 79912 PHONE: 915 231 9969	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.	
INSURED HECTOR AYALA DBA UNIFORMS OF TEXAS 6601 MONTANA AVE EL PASO, TX 79925	INSURERS AFFORDING COVERAGE INSURER A: SAFECO INSURANCE INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR	ADDITIONAL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	K	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01CH35449340	02/06/2010	02/06/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	04CC22017320	11/15/2009	11/15/2010	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.	04WC50632820	11/14/09	11/14/10	<input checked="" type="checkbox"/> WC STAT/TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

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

CERTIFICATE HOLDER K HIDALGO COUNTY 2812 S HIGHWAY BUSINESS #281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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
---	---

AI-20977**22.E.2.****Purchase of Uniforms and/or Accessories
CC REGULAR**

Date: 05/25/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information**CAPTION**

Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for "Hidalgo County-Purchase of Uniforms and/or Accessories on an "As Needed Basis" Bid No.: 2010-010-05-04-MEG

BACKGROUND

Contract Documents have been reviewed and approved as to form by legal counsel.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-414-00-130-001-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$0.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-50-115-059-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$1,284.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-32-330-001-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$6,244.29 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-60-330-002-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$6,003.52 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1286-423-00-330-004-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$1,000.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1295-423-00-330-028-0-605

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$12.45 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$638.07 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$0.00 available balance as of 05/20/10. Purchases on an as needed basis only.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-10-300-001-0-605
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n/a
BUDGETARY IMPACT:
 \$1,715.81 available balance as of 05/20/10. Purchases on an as needed basis only.

Attachments

Link: [Memos of Recommendations](#)
 Link: [Contract Document-C-10-010-05-25](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/19/2010 10:33 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/20/2010 10:22 AM	APRV
3	Auditor's Office		05/21/2010 04:49 PM	NEW
Form Started By: Elena Gomez			Started On: 04/28/2010 08:39 AM	
Final Approval Date: 05/21/2010				

A. Hidalgo County

1. no action **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. no action **Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

3. no action **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

4. approved **AI-21275** **Recommending award of bid and approval of contract document to sole bidder (Valley Bottle Water, LLC) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bottled Water Products & Services" Bid No.: 2010-005-04-07-SMA**

5. approved **AI-21274** **Safety Division & Human Resources:**
Presentation of bids received for the purpose of award and approval of contract document to the vendor meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Drug and Alcohol Testing for Hidalgo County Employees" Bid No.: 2010-170-05-05-SMA

6. approved **AI-21219** **a. Recommending action to reject bid received for: Hidalgo County- "Purchase, Removal & Related Services for Shredded & Recyclable Materials" 2010-128 so as restructure the specifications, terms and conditions of this pilot project;**

approved **b. Authority to re-advertise and approval of modified procurement packet for Hidalgo County- "Purchase, Removal & Related Services for Shredded & Recyclable Materials" 2010-216-MEG**

7. approved **AI-21293** **Ratification of publication of first advertisement (due to time constraints) with authority to continue with second advertisement and approval of procurement packet (i.e. draft qualifications, scope of services, requirements, legal notices, draft, etc.) as attached hereto for: Pathologist to Provide Turnkey Autopsy & Related Services through-RFQ No. 2010-002-06-30-otm**

8. approved **AI-21265** **a. Presentation for discussion, consideration and applicable action to negotiate for the purposes of engaging the services of a consultant for provision of disaster recovery services through Hidalgo County's membership/participation-H-GAC's newly awarded RFP No:EN10-06/Contract for consulting services for Disaster Management and Disaster Recovery Services with Beck Recovery Inc., (scored highest by H-GAC Staff based on RFP criteria for evaluation among submitted responses)-Term-effective June 1, 2010 thru May 31,2013; and,**

approved **b. Requesting approval for Hidalgo County to exercise its' sole discretion/option to renew/extend for an additional one (1) year under the same rates, terms and conditions of current awarded pre-positioned contract(s) for Emergency Debris Management & Related Services with:**

- 1. Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21);
- 2. Secondary Vendor-DRC Environmental(C-09-003A-07-21); and,
- 3. Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

9. approved **AI-21127** **Acceptance and approval of request for payment for Invoice No. 0903786 submitted by**