



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



MEMORANDUM

(Department's Approval of Specifications)

(2nd Notice)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: March 05, 2014

RE: Approval or Disapproval of Specifications for: Bid No. -2014-052-00-00-SMA-Hidalgo County(all funding sources)-"Purchase of Uniforms and/or Accessories"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes / No / Other specify) _____

BUDGET ACCOUNT #: 4-1200-431-00-121-005-0-605

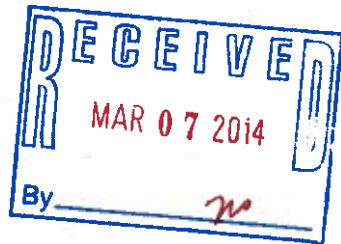
	RAUL LOZANO	Pct. 1	3/5/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT via e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, **March 07, 2014 @ 9:00 a.m.**

Enclosures



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TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: March 05, 2014

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Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: Yes / No / Other specify) _____

BUDGET ACCOUNT #: 4-1100-421-00-293-001-0-605

	Raquel Ramos	Constable 3	03/07/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT via e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, March 07, 2014 @ 9:00 a.m.

Enclosures



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

MEMORANDUM

(Department's Approval of Specifications)

TO: ALL DEPARTMENT HEADS

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: February 14, 2014

RE: Approval or Disapproval of Specifications for: Bid No. -2014-052-00-00-SMA-Hidalgo County(all funding sources)-"Purchase of Uniforms and/or Accessories"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> MODIFICATIONS ATTACHED	

FUNDS AVAILABILITY: Yes / No / Other specify) _____

BUDGET ACCOUNT #: 1100-419-50-125-003-0-605

	ROY QUINTANILHA	SAFETY DIVISION	2/18/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT via e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, February 21, 2014 @ 9:00 a.m.

Enclosures

Bid No: 2014-052-04-30-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865
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REQUEST FOR BIDS

HIDALGO COUNTY

“Purchase of Uniforms and/or Accessories”

BID OPENING DATE: April 30, 2014 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for [“HIDALGO COUNTY – 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: ["BID NO. 2014-052-04-30-SMA- HIDALGO COUNTY- “Purchase of Uniforms and/or Accessories”](#) and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before [9:30 a.m., WEDNESDAY April 30, 2014.](#)**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO [REQUEST FOR BIDS-2014-052-04-30-SMA-HIDALGO COUNTY-Purchase of Uniforms and/or Accessories”](#).

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary

references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY-Purchase of Uniforms and/or Accessories**"
Descriptive information as to the items or services delivered, including product

code, item number, quantity, etc.

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

Hidalgo County
Judge Mario E. Ramirez, Jr. Juvenile Justice Center
1001 N Doolittle Road
P.O. Box 267
Edinburg, TX 78542
(956) 587-6200
ATTN.: Elena Gaitan

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	<u>April 30, 2014</u>
Award of Contract	<u> </u> , 2014
Commence Work or Deliver Products	<u> </u> , 2014

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

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

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 (Exhibit D) 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***
30. 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.
31. 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
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
Specifications/Requirements
Hidalgo County (all funding sources)
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.:2014-052-00-00-SMA

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) **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.**
- 15) The awarded vendor will have a representative made available to measure any and/or all participating county departments.

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 one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County (all funding sources)
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.:2014-052-00-00-SMA

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. Insurances required for this project are, general liability, automotive insurance, and worker's compensation. (**Refer to Exhibit "C"**)
4. Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in its best interest to do so.
5. Hidalgo County may utilize any state contract(s) when it is in the County's best interest to do so.
6. Standard uniform deliveries will be made within 30 (thirty) days to 45 (forty-five) days from orders being placed.
7. 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.
8. 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.

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 EMAIL TO sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN **FEB. 2014 AT 5:00 P.M. AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN **5:00 P.M. MARCH 00, 2014.****

EXHIBIT "A"
Specifications/Requirements
Hidalgo County (all funding sources)
"PURCHASE of UNIFORMS and/or ACCESSORIES"
 BID NO.: 2014-052-00-00-SMA

Uniforms/clothing proposed must match colors and patches/embroidery of uniforms/clothing currently being used by user department

A.) Hidalgo County Precinct No. 1

1) SHIRTS

Description	Button down oxford 60% cotton / 40% poly,
Sizes:	(Men's sizes small to 3XLarge and Women's small to XX Large)
Colors:	colors white, khaki and light blue

2) SHIRTS- SHORT SLEEVE TWILL -w/ name and department emblem

Description	5 oz 100 % Cotton, , 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
Stitching & Finishing	Double needle stitching
Sizes:	Sizes: M-XXL
Colors:	Royal Blue, Navy, Khaki, Red, Hunter Green, Black

3) SHIRTS - LONG SLEEVE -Twill / name and department emblem

Description	5 ounce, 100% Cotton, Button- down collars, Button- through sleeve plackets and adjustable cuffs, Fabric is garment washed, Back Pleat, Double Needle Stitching, Patch Pockets, Shirts to be embroidered with "COUNTY SEAL" and Office wording, Colors of COUNTY SEAL: 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
Color	to be determine by dept
Size	S-XXL

4) PANT-HEAVY DUTY WORK PANT

Description	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,
Color	Colors- Khaki, navy, black
Size	30-44 waist sizes for men and 8-16 sizes for women

5) PATCHES, EMBLEMS or EMBROIDERY

Description	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.
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B.) Hidalgo County Safety Division

1) SHIRTS- SHORT SLEEVE

Description	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 color with Navy Blue Seal and lettering
Size	Medium -XXL
Color	White

2) SHIRTS- LONG SLEEVE TWILL

Description	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 Colors: White with Navy Blue Seal and lettering
Size	Medium -XXL (M)- neck size-15-15 1/2 sleeve size 32-33 & 34-35 (L) - neck size-16-16 1/2 sleeve size 34-35 & 36-37 (XL)- neck size-17-17 1/2 sleeve size 34-35 & 36-37 (XXL) neck size-18-18 1/2 sleeve size 34-35 & 36-37
Color	WHITE

3) SHIRTS- POLO SPORT

Description	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, Colors: Navy Blue with white seal and letting
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EXHIBIT "A"
Specifications/Requirements
Hidalgo County (all funding sources)
"PURCHASE of UNIFORMS and/or ACCESSORIES"
BID NO.: 2014-052-00-00-SMA

Size	Medium-XXL
Color	NAVY BLUE

4) PANTS-TACTICAL

Description	Pre-washed, Fade Resistant, 8.5 oz 100% cotton canvas, Action Waist 59 Heavy duty bar tacks for strength and durability, YKK zip front fly with Prym snap, rear slash pockets, utility strap, flashlight/cell phone pocket side cargo pocket, solid brass d-ring, double reinforced seat, double knees and hidden knee pad pockets,
Size	waist sizes men from 30-46
Color	Navy Blue

5) CAPS

DESCRIPTION	Baseball type 100% polyester, Velcro adjustable strap to be embroidered with "COUNTY SEAL" and Office Wording
COLOR	Navy Blue with white seal and lettering

C.) Hidalgo County Constable Precinct No. 3

1) SHIRTS- TACTICAL SHORT SLEEVE- (F5311-50 Propper SS)equal or better

Description	65% PLOYESTER/ 35% cotton lightweight ripstop fade , shrink and wrinkle resistant, DupontT Teflon fabric protector repels stains and liquids, low profile appearance for use both on and off duty, Hidden collar stays provide a clean, professional look, Shoulder epaulets with buttons, Two box-pleated chest pockets with hook and loop closure, Two zippered chest pockets, Two chest pens pockets, Hidden zipper (mock button) front for ease of use, Gusseted underarm increases range of motion, Includes optional badge tab
Color:	black, charcoal grey , grey Sheriff's brown, coyote, khaki, olive LAPD navy
Shoulder Patch On Both Sleeves	Vendor shall supply with patches already attached to both sleeves. The standard department patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. VENDORS MUST BRING SAMPLES. The shirts bought must come with the patches attached. NO CHARGE FOR PLACEMENT ON SHIRT

2) RAINCOAT

DESCRIPTION	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"
SIZE	small to 4XL

3) CAPS

Fabric	Hot weather combat cap, constructed from 65% poly / 35% cotton w/ embroidered department emblem (emblems may vary) adjustable
Color	Brown
Size	Small to XXL)

4) CAPS-MISCELLANEOUS

Description	Mesh baseball cap 65% polyester / 35% cotton 100% mesh back w/ embroidered department emblem (emblems may vary) adjustable
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5) COWBOY HATS (equal or better)

Description	Stetson straw (Style: Roper, Color Silver Belly, 4" Brim with brown eyelits, quality 4 X to 10 X, brown brim strap (sizes: 6 ¾ and up)...Felt cowboy hat: Stetson felt (equal or better), Style: Roper, Color Silver Belly, 4" brim, quality 4X or better (sizes 6 ¾ and up)
Style:	
Material:	
Color	
Crown Height	
Sweat Band:	
Quality:	
Type:	
Brim:	
Crown Eyelets:	
Hat Band:	
Stock Sizes:	

EXHIBIT "A"
Specifications/Requirements
Hidalgo County (all funding sources)
"PURCHASE of UNIFORMS and/or ACCESSORIES"
 BID NO.: 2014-052-00-00-SMA

Made:	
Packaging:	
6) UNIFORM PATCHES	
Description	VENDORS MUST BRING SAMPLES

DRAFT

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Draft Requirements Agreement-C-14-052-00-00-Purchase of Uniforms and/or Accessories-Hid Co**From** : Steve Crain <scrain@atlashall.com>

Wed, Mar 26, 2014 01:46 PM

Subject : RE: Draft Requirements Agreement-C-14-052-00-00-Purchase of Uniforms and/or Accessories-Hid Co 1 attachment**To** : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The Agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent**: Wednesday, March 26, 2014 1:13 PM**To**: Stephen L. Crain; Marynel Trevino**Subject**: Re: Draft Requirements Agreement-C-14-052-00-00-Purchase of Uniforms and/or Accessories-Hid Co**Importance**: High

Mr. Crain-

Please review revised draft agreement with deletions as recommended.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager*Hidalgo County Purchasing Department**2812 South Business Highway 281**Edinburg, Texas 78539**P(956) 318-2626 F(956) 318-2629**Email: leticia.saenz@co.hidalgo.tx.us*

| ...DON'T WORRY...BE HAPPY... |

From: "Stephen L. Crain" <scrain@atlashall.com>**To**: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>**Sent**: Wednesday, March 26, 2014 1:09:09 PM**Subject**: FW: Draft Requirements Agreement-C-14-052-00-00-Purchase of Uniforms and/or

Accessories-Hid Co

See PDF doc

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, March 26, 2014 11:54 AM
To: Steve Crain; Marynel Trevino
Cc: Sandra Montalvo; Darlene H. Betancourt
Subject: Draft Requirements Agreement-C-14-052-00-00-Purchase of Uniforms and/or Accessories-Hid Co

Good morning, Mr. Crain-

Please review and approve as to form (attached hereto) *Draft Requirements Agreement* for the purposes of: *Purchase of Uniforms and/or Accessories* for *Hidalgo County*.

****Note: this draft is for the "procurement process" only.*

Please advise.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 F(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

| | *...DON'T WORRY...BE HAPPY...* | |

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REQUIREMENTS AGREEMENT
C-14-052-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the ___ day of _____, **2014** by and between _____ ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements for the **Purchase of Uniforms** and/or **Accessories (on an as needed basis)**, (the "Product") as further described in Exhibit "A", Request for Sealed 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, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of **two (2) years** with the Buyer's option to extend for an **additional one (1) year term** under the same rates, terms and conditions. Buyer also 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. The initial term of this Contract shall commence on _____, **2014** and expire on _____, **2016**, and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer 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 Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, 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
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

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.** Buyer 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.** Seller shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, 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 Buyer.
- (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 Buyer, 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 Commissioner's Court: _____, 2014.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By: _____
Ramon Garcia, Buyer Judge

ATTEST:

Arturo Guajardo Jr., Buyer Clerk

SELLER:

By: _____
Printed Name: _____
Title: _____

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

DRAFT

EXHIBIT "B"
TAB and BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT