



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



MEMORANDUM

(Approval of Specifications)

TO: Guadalupe "Lupe" Trevino
 Hidalgo County Sheriff's Office

ATTN: Capt. Richard Ozuna via email: Richard.ozuna@hidalgoso.org
 Juan Tapia, Procurement Specialist via email: juan.tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: March 26, 2014

RE: **Approval or Disapproval of Specifications for: Bid No. -2014-107-00-00-SMA**
Hidalgo County Sheriff's Office- "Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"

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 #: _____

<i>Emilia Uriegas</i>	Emilia Uriegas	Sheriff's office	04/07/14
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us by no later than **Friday, APRIL 04, 2014 @ 10:00 A.M.**

Enclosures

4449

[Handwritten signature]

Zimbra

sandra.montalvo@co.hidalgo.tx.us

FW: HCSO- Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)" Bid No. 2014-107-SMA

From : Juan Tapia <juan.tapia@hidalgo.org> Fri, Apr 04, 2014 01:45 PM
Subject : FW: HCSO- Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)" Bid No. 2014-107-SMA 📎 1 attachment
To : 'Sandra Montalvo' <sandra.montalvo@co.hidalgo.tx.us>
Cc : 'daniel garcia' <daniel.garcia@hidalgo.org>, 'Capt. 'Belinda Madrigal' <belinda.madrigal@hidalgo.org>, grace martinez <grace.martinez@hidalgo.org>, dora garcia <dora.garcia@hidalgo.org>, 'Emilia Uriegas' <emilia.uriesgas@hidalgo.org>

Sandra,

Attached please find recommendations of modifications marked in red to current specifications
An approved original memorandum will be sent soon via runner.

Should you have any questions or required additional information, please contact us.

Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel 292-2930

From: Maria Graciela Martinez [mailto:grace.martinez@hidalgo.org]
Sent: Friday, April 04, 2014 11:54 AM
To: 'Juan Tapia'
Cc: belinda.madrigal@hidalgo.org
Subject: RE: HCSO- Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)" Bid No. 2014-107-SMA

Good morning Mr. Tapia,

Attached you will find the Exhibit B bid page with the deletions, modifications and additional items.

Should you need any additional information, please contact Captain Madrigal or myself.

Regards,

Grace Martinez
Commissary Supervisor
Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, TX 78542
Office (956)381-7928
Fax (956)381-7927
Email grace.martinez@hidalgo.org

From: Juan Tapia [mailto:juan.tapia@hidalgo.org]
Sent: Wednesday, March 26, 2014 2:43 PM

To: 'Comdr. Daniel Garcia'; grace.martinez@hidalgo.org
Cc: 'Capt. Richard.Ozuna@hidalgo.org'; 'Emilia Uriegas'; dora.garcia@hidalgo.org; 'Capt. 'Belinda Madrigal'; 'Capt. Ruben.Hinojosa@hidalgo.org'; 'Virginia Rodriguez'; melissa.hinojosa@hidalgo.org
Subject: FW: HCSO- Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)" Bid No. 2014-107-SMA
Importance: High

Comdr. Garcia/ Grace,
Pursuant to enclosed mail from Sandra at the purchasing department attached
Please find current specifications. Review and submit your recommendations in
order to process a new RFB project. (Delete, modified or add new items).
Send your comments to my attention in order to continue with this process.
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel 292-2930

From: Sandra Montalvo [<mailto:sandra.montalvo@co.hidalgo.tx.us>]
Sent: Wednesday, March 26, 2014 1:47 PM
To: Richard Ozuna; Juan Tapia
Cc: Letty Saenz
Subject: HCSO- Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)" Bid no. 2014-107-SMA
Importance: High

Good Afternoon,
Attach you will find the current specifications for the above mention project.
Please carefully review and return by no later than April 04, 2014 in order to
start the procurement process.
Thank you for your prompt attention=!!!!!!!
Thank you,

Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department
2812 S. Bus. Hwy. 281
Edinburg, Tx 78539
Office-(956)318-2626 or 956-292-7000 ext. 4865
Fax-(956)318-2629 or (956)292-7612
Email: sandra.montalvo@co.hidalgo.tx.us

 **05 Exhibit B bid page.docx**
32 KB

Bid No: 2014-107-00-00-SMA	Buyer: Sandra Montalvo	Tel. No.: (956) 318-2626
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REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

“COMMISSARY SUPPLIES

for Hidalgo County Adult Detention Center Facility (Jail)”

Bid Opening Date: 2014 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539
956-318-2626



Form HCPD-05

1. Sealed bids will be received for [HIDALGO COUNTY SHERIFF'S OFFICE- "COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility \(Jail\)"](#) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
2. One (1) original and Three (3) copies of all bids are required with 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-2014-107-00-00-SMA- HIDALGO COUNTY SHERIFF'S OFFICE-COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility \(Jail\)"](#) and in County's Purchasing Department, Physical Address: 2802 S. Business Highway 281, Postal/Mailing Address: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, 78539 [on or before 9:30 a.m., Wednesday, 00, 2014.](#)

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

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.

One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

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. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.
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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.
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. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.
14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of

their social security card 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. **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
 - a) Invoices must include:
 - b) Name and address of successful bidder
 - c) Name and address of receiving department or official (signed delivery tickets)
 - d) Purchase Order Number (if any)
 - e) Notation- "**HIDALGO COUNTY SHERIFF'S OFFICE- COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)**"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Vehicle title paperwork must be properly filled out and provided at time of delivery.
- The following documentation must be included:
 - a) Certificate of Origin (signed Title, if used vehicle purchase)
 - b) Application For Texas Certificate Of Title (Form 130-U)
 - c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

- Contact person for Billing and Payment questions:

Attn: Budget Office
HIDALGO COUNTY SHERIFF'S OFFICE
711 El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	_____, 2014
Projected Award of Contract or Issuance of Purchase Order	_____, 2014
Projected Commence Work or Deliver Products	_____, 2014

18. **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.

19. **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. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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. Vendors must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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 SHERIFF’S OFFICE
“COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)”**

To: Martha L. Salazar, CPPB, Purchasing Agent
 Hidalgo County Purchasing Department
 2802 S. Business Highway 281– New Administration Building
 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 Sheriff’s Office
“Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)”
BID No. 2014-107 00-00-SMA

SCOPE

Hidalgo County Sheriff’s Office is seeking to contract with a qualified vendor(s) to furnish “**COMMISSARY PRODUCTS**” on an “**As Needed Basis**” including, but not limited to, the following:

REQUIREMENTS/SPECIFICATIONS, TERMS & CONDITIONS

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff’s Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- 1) Hidalgo County Sheriff’s Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County’s best interest to do so.
- 2) All purchases will be on an “**As Needed Basis**”, there are no set quantities to be purchased.
- 3) The initial contract term for this project will be for one (1) year with the County’s option to extend for an additional two (2) one (1) year term.
- 4) Hidalgo County Sheriff’s Office 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.
- 5) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit “C” for limits).
- 6) Hidalgo County Sheriff’s Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.
- 7) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.
- 8) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.
- 9) **SUPPLIES REQUIRED:**
Hidalgo County Sheriff’s Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:
 - Snacks
 - Sugar & artificial sweetener
 - Drinks/drink mix
 - Candies
 - Small supplies such as pens/pencils/envelopes/etc.
 - Personal items (combs, lotion, etc.)
 - Personal hygiene items
 - Dental care items
 - Various over –the-counter medications
 - Sports bras, women’s undergarments, men’s undergarments, T-shirts, shower shoes

10) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2013 is as follows:

Total inventory purchases:

➤ \$ 467,290.00 (Current average daily total detention center population is at 1384).

11) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

12) **PRODUCT CONTAINERS:** No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

13) **SECURITY:** All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

14) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

15) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

16) **RECORD/INVENTORY:** Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

17) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

18) **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:

A) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- B) 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.
- C) Time frame 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.
- D) 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 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.
- E) 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.

20) 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.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, April 00, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email by no later than **Friday, APRIL 00, 2014 by 5:00 p.m.**

Zimbra

sandra.montalvo@co.hidalgo.tx.us

Review & Approve Draft Agreement - Commissary Supplies - HCSO (procurement process)

From : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us> Mon, Apr 07, 2014 04:33 PM
Subject : Review & Approve Draft Agreement - Commissary Supplies - HCSO (procurement process)  2 attachments
To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Woop woop!....Good to go...(see below)....

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: "Steve Crain" <scrain@atlashall.com>

To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>

Sent: Monday, April 7, 2014 1:15:26 PM

Subject: RE: Review & Approve Draft Agreement - Commissary Supplies - HCSO (procurement process)

The draft agreement is fine

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

Sent: Monday, April 07, 2014 11:33 AM

To: Steve Crain; Marynel Trevino

Cc: Sandra Montalvo; martha salazar; Darlene H. Betancourt

Subject: Review & Approve Draft Agreement - Commissary Supplies - HCSO (procurement process)

Good Morning, Mr. Crain-

Please review and approve the draft agreement (attached hereto) for the purposes of utilizing in the procurement process for: **"Commissary Supplies for Hidalgo County Adult Detention Facility**

(Jail)".

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager

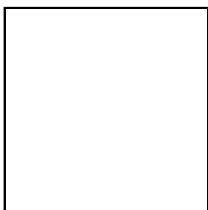
Hidalgo County Purchasing Department

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...



~WRD098.jpg

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55 KB

REQUIREMENTS AGREEMENT
C-14-107-00-00

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 **"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)" (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 **one (1) year** 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 **one (1) year** with the Buyer's option to extend for an **additional two (2) one (1) year terms** 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 _____, **2015**, 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 & Rodriguez, 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