



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 02, 2017

RE: Approval or Disapproval of Specifications for: Bid No. -2017-045-00-00-SMA-
Hidalgo County-"Rental and/or Purchase of Industrial Uniforms"

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 type="checkbox"/>	

FUNDS AVAILABILITY: Yes / No / Other specify) _____

BUDGET ACCOUNT #: 7-1200-431200-1232005-0-605 to include new fund

	<u>Sandra M. Flores</u>	<u>Purch</u>	<u>2/2/17</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, February 10, 2017 @ 11:00 a.m.

Enclosures



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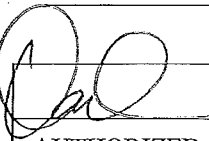
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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes / No / Other specify) _____

BUDGET ACCOUNT #: 7-1100-419-40-220-001-0-340

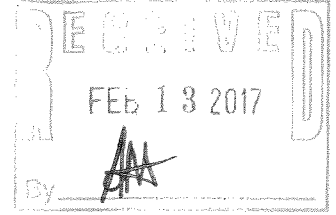
	<u>DANIEL FLORES</u>	<u>FAC. Mgt. 220</u>	<u>02/06/17</u>
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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: ✓ Yes / No / Other specify) _____

BUDGET ACCOUNT #: 7-1100-423-21-280-002-0-340
7-1100-421-00-280-001-0-340

	<u>G. Castañeda</u>	<u>H.C.S.D</u>	<u>2/10/17</u>
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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: ___ Yes / No / ___ Other specify) _____

BUDGET ACCOUNT #: do not fall under certain requirements
02/08/17--PER MALANIE NEVER USE UNIFORMS; THEY PURCHASE OWN SHIRTS

	Yvonne Ramon	Elections	2-8-17
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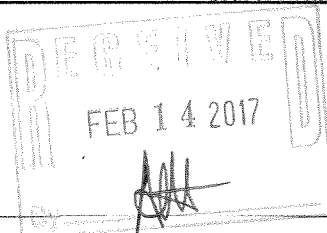
FUNDS AVAILABILITY: Yes / No / Other specify) _____

BUDGET ACCOUNT #: 7-1100-441-00-340.001-0-340

	Eduardo Olivares	Health & Human Services	2/13/17
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes / PCT # 1 Other specify) _____

BUDGET ACCOUNT #: 7-1200-431-00-121-005-0-340 PCT # 1
7-1100-432-00-121-001-0-340 SANITATION PCT # 1
7-1100-452-00-121-013-0-340 PARKS

	Amy S Smith	Pct 1	2/21/17
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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

FUNDS AVAILABILITY: ____ Yes / ____ No / ____ Other specify) _____

BUDGET ACCOUNT #: _____

	ARMANDO POMPA	Pct. 2 FIELD OPERATIONS	2/14/17
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS
Hidalgo County
“Rental of Industrial Uniforms”
Bid No. 2017-045-00-00-SMA

PURPOSE:

The purpose of these specifications/requirements and bidding documents is to execute a Service Contract(s) for **“RENTAL OF INDUSTRIAL UNIFORMS”** for Hidalgo County for a two(2) years with the county’s option to renew one(1) additional year

SCOPE

Hidalgo County is hereby requesting bids to select a service uniform program, and/or value leasing for **“UNIFORMS” on an as needed basis**. The contract will cover all services, travel, labor, and materials necessary to provide Hidalgo County with the specified **“UNIFORMS”** service. The vendor will pick up garments ; launder, repair, and deliver to various County locations on a weekly basis

SPECIFICATIONS/REQUIREMENTS:

Please read you specifications/requirements and bidding documents thoroughly and is sure that the services offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by attaching a letter to your bid referencing variations on a point-by-point basis. If no exception are noted, and you are the successful vendor, it will be required that the SERVICES be provided as specified.

ALL UNIFORM SHIRTS AND PANTS SHALL BE PROVIDED IN BOTH MEN’S CUT AND LADIES’ CUT STYLES.

There shall be no additional charge or cost for uniforms considered extra size, extended size, big & tall size, plus size, small size, or any other size which may mean to be outside the “normal” size.

1) The awarded vendor will be required to meet each department’s uniform rental service to determine actual and any special needs.

2) UNIFORM SETS

For a full service uniform program, **eleven (11) sets of “New”** uniforms are required to be provided to each individual employee within their department. For a value leasing program, **six (6) sets of “New”** uniforms are required to be provided to each individual employee within their department. New Uniforms must be in comparable quality, fabric content style and color to existing uniforms. Including 100 % cotton short & long sleeve shirts. All available colors, sizes and plus sizes shall be provided to Hidalgo County to meet the department’s needs.

3) UNIFORMS MEASUREMENTS:

a) The successful vendor will be required to measure each individual employee within a fifteen (15) working day period after notification by Hidalgo County of contract award and must deliver the uniforms within twenty (20) days after measurement of all employees. New uniforms are to be issued every year to each individual employee regardless the condition of the uniform.

- b) New hires within the contract year are to be measured within five (5) working day(s) and are to be provide new uniforms within ten (10) working day(s) after notification by Hidalgo County, unless the new hire occurs thirty (30) days prior to the yearly anniversary date of the contract. In that event, the new hire would receive the new uniforms no later than the anniversary date of contract.
- c) Due to the differences in the number of the employees utilizing this service, the awarded firm will be required to supply a reasonable range of sizes to accommodate the needs of the employees.
- d) If an employee has gained or lost weight and their uniforms no longer fit, the Service Representative shall measure the employee and return the next week to replace the garment to the proper size at no additional cost.

4) Awarded vendor must provide coveralls at no additional cost to Hidalgo County. (Refer to Questionnaire, #5)

5) LAUNDERING and MAINTENANCE

Vendor(s) must provide professional cleaning & make regular deliveries (same day each and every week) for the full service uniform program. Vendor must also be able to pick up the soiled uniforms and deliver newly cleaned uniforms, however; if cleaned uniforms appear to be overly soiled (visible oil & grease spots) uniforms shall be replaced with clean uniforms & delivered immediately at no additional cost to Hidalgo County. All uniforms will be washed and cleaned thoroughly to remove production chemicals in order to prevent potential causes of irritation or skin rash from affecting employees.

6) Vendor must submit forms for requests for comments, problems and repair needs will be sent to the employees at least on a six (6) month basis.

7) REPLACEMENT/REPAIRS:

- a) Vendor must provide County employees with the “Continuous Replacement System”, for damaged, worn out, permanently soiled, or size change uniforms. No depreciation schedule will be used in replacing used uniforms. No additional charge will be placed on replacing uniforms or emblems.
- b) Any of the garments which will need repairs (examples: missing buttons, tears in clothing, and damaged patches) must be repaired prior to acceptance of delivery of uniforms. **The vendor shall be available during the contract period to perform exchange services of worn out uniforms.**
- c) Any uniform which cannot be repaired to a good condition when damaged must be replaced with items in comparable condition with those previously supplied at no cost to Hidalgo County Uniforms delivered with rips, holes, missing buttons, etc., will be sent back and no rental charge shall be paid for that item until it is returned in an acceptable condition.

8) GARMENT CONTROL

Vendor(s) shall maintain inventory control for each employee so that the Hidalgo County knows at all times how many uniforms have been assigned. Any delivery shortages must be corrected within forty-eight (48) hours to ensure that employee has adequate work clothes.

9) **MONITORING OF CONTRACT:**

- a) The awarded vendor will be required to establish a check-in/check-out inventory system at all locations where uniforms will be utilized. The forms must show, at a minimum, the quantity of each item turned in by each employee, and the number of items delivered by the awarded vendor each week. This form should also reflect an addition, deletions, and transfers effective the next week. A copy of the check-in/check-out form shall be retained by both the driver and the user department , upon delivery at each location.
- b) Hidalgo County reserves the right to add or delete additional employees, or locations at any time during this contract. These additions or deletions shall be at **no extra charge**, except for the weekly uniform costs involved.
- c) **DELIVERIES:**
Deliveries shall be made **once per week** to each location requiring the full service uniform program. Delivery and pickup locations are subject to change, but not limited to the following:

DEPARTMENT	ADDRESS	CITY	CONTACTS	PHONE
1. Hidalgo County Facilities Management Office	3100 S. Bus 281 P.O Box 1356	Edinburg, Tx 78539	Daniel Flores	(956)287-7850
2. Hidalgo County Precinct No. 1	1902 Joe Stephens Ave.	Weslaco, Tx 78596	Amy Saenz-Smith/Saul Garcia	(956)-968-8733
3. Hidalgo County Precinct No. 2	4011 S. Veterans Blvd.	San Juan, Tx	Armando Pompa/Armando Salinas	(956)-787-1891
4. Hidalgo County Precinct No. 3	724 N. Breyfogle Rd. (Administration Office)	Mission, TX 78574	Norma Ceballos	(956)-585-4509
	8310 W. Mile 7 Rd. (Pct 3 –Motor pool)	Mission, Tx 78574	Louie Mendoza	(956)-585-4509
	Penitas Landfill - 0.5 Mile W. of FM1427 on Military Rd.	Penitas, Texas	Norma Ceballos	(956)-585-4509
	Anzaldua's Park - US 83 & Conway South (approx) 3 Miles exit on FM494	Mission, Tx 78574	Norma Ceballos	(956)-585-4509
5. Hidalgo County Sheriff's Office	711 El Cibolo Road	Edinburg, Tx78539	Juan Tapia/Raul Cantu	(956)383-8114
6. Hidalgo County Health& Human Services	1304 S. 25 th Street	Edinburg, Tx 78539	Josie Escalante	(956) 383-6221

Other Hidalgo County Departments may require this service in the future if so, additional information will be forwarded to awarded vendor. Garments are to be delivered on hangers.

UNIFORM COSTS:

Costs shall be based on provision and laundering of (11) eleven uniform sets (five day work week), and six (6) uniform sets (value lease program). These costs shall be inclusive of all charges including all environmental fees, delivery fees, prep fees, installation fees, setup fees, measurement fees and emblems charges; not only for the initial order, but also for employees added anytime during the contract period or any extension period.

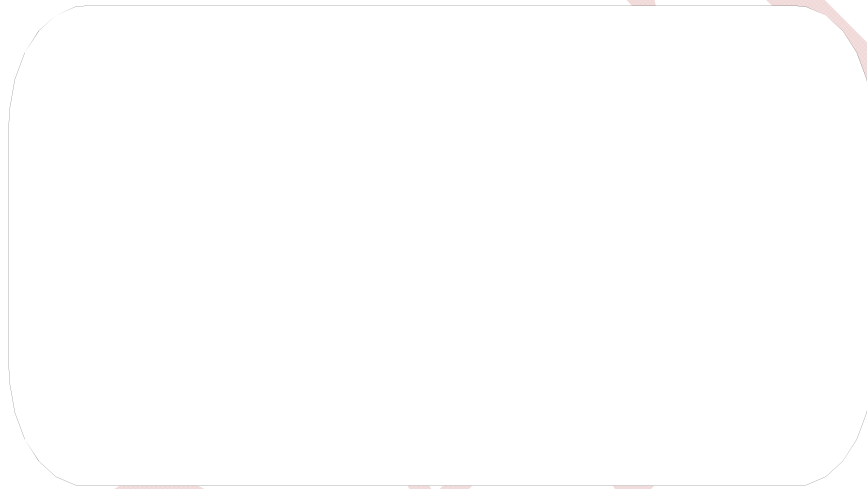
Price(s) must be based on weekly rate; per employee.

NO EXTRA OR ADDITIONAL CHARGES WILL BE ALLOWED TO SUCCESSFUL VENDOR

On the bid form, vendors shall also include the cost for replacement of uniforms lost by employees. Vendor shall base these charges upon individual occurrences, rather than include in the cost of overall pricing.

EMBLEMS:

Each uniform shall be provided with embroidered emblems, with County logo and employee name. The placement of the emblems on the front of the uniforms shall be:



Size of Patches:

ROUNDED CORNERS / BLOCKED LETTERS
HIDALGO COUNTY LOGO (LEFT CHEST SIDE)
4 1/2" W X 2 1/2" H, APPROXIMATELY



EMPLOYEE NAME TAG (RIGHT CHEST SIDE)
3 1/2" W x 1 1/2" H, APPROXIMATELY

- 1) **LOGO TO BE PROVIDED ON POLO SHIRTS (EMBROIDERED) APPROPRIATE SIZE & COLOR OF LOGO TO BE DETERMINED BY USER DEPARTMENT(S).**
- 2) The cost for these emblems shall be the vendor's responsibility. Hidalgo County desires to have its emblems sewn to the uniforms. **On the bid price page indicate how your firm applies emblems to uniforms.**

- 3) Vendors should be aware that various departments may choose different logo emblems. Vendor shall indicate on the price page, the cost, if any, for the vendor to provide and install these logo emblems. Hidalgo County will work with the awarded vendor to attain an approved design. Actual samples of the finished patches must be provided for approval.

OUTFITTING OF UNIFORMS:

- 1) Initial outfitting of uniforms shall be new. As additional personnel hired, they shall be furnished with new uniforms.
- 2) Additional uniforms for “New Hire” employees shall be provided with eleven (11) or six (6) sets of “New” uniforms, depending on the program. Uniforms for new employees must be delivered within (10) working days after notification.

VENDOR REQUIREMENTS:

- 1) The vendor should maintain a permanent office within the Rio Grande Valley, operated by a full time staff.
- 2) If the awarded vendor is located out of the local calling area, it is required that the vendor have a toll free number.
- 3) Vendors shall issue separate invoices for each County Department that accesses this contract, based on individual purchase orders. The invoices must have the following: purchase order, contract number, employee names and the number of uniforms cleaned and returned for each employee.
- 4) Vendors shall be required to rectify any problem that he is made aware of, within ten days of said notice.

REQUIRED SUBMITTALS:

The following items **must be submitted**, and must be acceptable, in order for your bid to be considered.

- 1) Vendor(s) are required to submit a brief history of their company. Vendor shall also submit the names, addresses, phone numbers, and contact person of at least three businesses that utilize their firm’s services as a reference.
- 2) **UNIFORM SAMPLES**
Vendor must submit, under separate cover, samples, identical in style and fabric to items to be provided under this bid. Samples must be submitted at no charge to Hidalgo County. Each sample shall be clearly labeled with the vendor’s name, bid number, manufacturer and style number. Samples must be picked up by vendors, upon notification by Purchasing, after the evaluation has been completed.
- 3) Vendor(s) must submit a color chart, showing uniform colors available. Each Department will decide what colors and styles (executive, industrial, short or long sleeve, etc) that they require based on the samples submitted.
- 4) Vendor(s) must submit the size ranges (male and female) that are available for all items.
- 5) Vendor(s) must submit a **sample check-in/check-out form**.

- 6) Vendor(s) must submit a procedure for employee to begin, discontinue, or transfer uniform services from one location to another.
- 7) Vendor(s) must indicate their company criteria for determining when a uniform needs to be replaced. (See **Attachment A**)

UNIFORM RETURN:

At the termination of this contract all rental uniforms will be returned to the vendor within 20 days. Any shortages will be reimbursed by the County at the prices, as listed on the bid price form.

- **Uniform Replacement Policy:**
Policy for lost or unreturned uniforms must be stated on **Attachment A**.
- **Uniform Credit Policy:**
Credit for uniform service while employees are on sick leave, vacations and other leaves of absence and/or terminated /resigned employees must be stated on **Attachment A**.
- **Uniform Loss or unreturned Policy:** **Attachments A**
It is the responsibility of the successful vendor to respond to complaints within forty-eight (48) hours with a reasonable and acceptable solution.

BASIS OF AWARD:

The basis of award will be overall lowest vendor meeting all specifications and requirements for each option. Option 1 (Full Service Uniform Program), Option 2 (Value Lease). It shall be at Hidalgo County's sole discretion to elect the most advantageous option. Hidalgo County reserves the right to award to one or more vendors whichever is in the best interest of the County.

TERM AND CONDITIONS:

- 1) Prices will be firm for a period of two (2) years with the County's option to renew one (1) additional year. **If awarded vendor incurs any additional expenses during the term of the contract, those additional expenses shall not be charged to Hidalgo County throughout the duration of the contract.**
- 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term due to unforeseen delay in award of the next contract term.
- 3) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful vendor must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest vendor as it deems to be in the best interest of the County.
- 4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- 5) Hidalgo County reserves the right to award to one or more vendors whichever is in the best interest of the County.

ADDITIONAL INFORMATION:

- 1) Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, **Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 So. Business 281 (New Administration Bldg), Edinburg, Texas 78539.** Telephone inquiries will not be accepted.
- 2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, **Wednesday, February 00, 2017 BY 5:00 P.M.** Responses to all applicants will be emailed by no later than, **5:00 p.m., FRIDAY, February 00, 2017.**
- 3) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

ATTACHMENT A

(Uniform, Replacement, Credit Lost-Unreturned policies)

1) UNIFORM REPLACEMENT POLICY:
2) UNIFORM CREDIT POLICY:
3) UNIFORM LOSS OR UNRETURNED POLICY:

QUESTIONNAIRE

1. Is there a fee for returned uniforms upon termination or resignation of an employee? If so, what is your fee and how long must an employee lease a uniform without paying termination charges?

2. Will your company be capable of depicting actual charges?

3. Will your company furnish coveralls, free of charge, with the rental or purchase of uniforms? If so, how many?

4. If contract is awarded to your company, the prices will be in effect for the length of the contract.

5. Please list any warranties and any other policies not described in Attachment A.

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides.

1) Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ email address: _____

Contract Period: _____ Scope of Work: _____

2) Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ email address: _____

Contract Period: _____ Scope of Work: _____

3) Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ email address: _____

Contract Period: _____ Scope of Work: _____

Bid No:2017-045-00-00-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

Hidalgo County

“RENTAL OF INDUSTRIAL UNIFORMS”

RFB No.: 2017-045-00-00-SMA

BID OPENING DATE: March 00, 2017

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

- 1) Sealed bids will be received for **“Hidalgo County -"Rental of Industrial Uniforms"”** 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 and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB No.: 2017-045-00-00-SMA -“Hidalgo County -"Rental of Industrial Uniforms"”** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MARCH 00, 2017.**

NO FACSIMILES, EMAILS 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 “Hidalgo County-"Rental of Industrial Uniforms"”.

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

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
 2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit “B”**);
 3. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
 4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
 5. Vendor Bidder Application & W-9 forms (See **Exhibit “E”**);
 6. Certification Regarding Debarment (See **Exhibit “F”**); and
 7. SAMS.gov Registration Acknowledgement (See Number 18 below).
- 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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.
 - 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:

19) TITLE VI NOTICE/ NONDISCRIMINATION

- a) The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- b) The appropriate clauses of Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances-Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices “A” through “E” are attached as **Exhibit “G.”**
- c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20) 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.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

21) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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 that 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB Project No. (2017-045)**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office via email to: sandra.montalvo@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

- 23) 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 the County.
- 24) Bids and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 25) 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.

- 26)** 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.
- 27)** 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.
- 28)** 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.
- 29)** 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.
- 30)** 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.
- 31)** 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.
- 32)** 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.

LEGAL NOTICE

Hidalgo County

"Rental of Industrial Uniforms"

RFB No. 2017-045-00-00-SMA

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Zimbra

sandra.montalvo@co.hidalgo.tx.us

Fwd: RE: HC-Rental of Uniforms-Draft Specifications and Agreement

From : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Subject : Fwd: RE: HC-Rental of Uniforms-Draft Specifications and Agreement
To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Tue, Feb 28, 2017 09:50 AM

 1 attachment

Morning Sandra,

See below, Mr. Crain has approved draft contract for the above-referenced project

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

----- Forwarded Message -----

From: Steve Crain <scrain@atlashall.com>
To: 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>
Sent: Sat, 25 Feb 2017 10:07:16 -0600 (CST)
Subject: RE: HC-Rental of Uniforms-Draft Specifications and Agreement

The draft contract is OK.

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Friday, February 24, 2017 8:43 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>
Subject: HC-Rental of Uniforms-Draft Specifications and Agreement

Good Morning Mr. Crain;

Attached for your review, you will find specifications (as approved by user departments) and draft contract in order to request authority to advertise from Comm.'s Court.

Should you have any questions related to this matter, feel free to contact me.

Thank you and have a great Friday.

standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on _____ **2017** and expiring on _____, **2019** and may be extended at the sole discretion of the County for an **additional one (1) year term** under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with

the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company:

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed

as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this ____ day of _____, 2017.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: Owner

EXHIBIT “A”
REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID PRICE & TABULATION

DRAFT

EXHIBIT “C”
INSURANCE REQUIREMENTS

DRAFT