



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: Juan Tapia, Procurement Specialist Via email: juan.tapia@hidalgo.org
 Hidalgo County Sheriff's Office

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: February 15, 2017

RE: Approval of Specifications for: **RFB No.: 2017-063-00-00-SMA**-Hidalgo County Sheriff's Office-**"COMMISSARY SUPPLIES"**

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 #: _____

	Belinda Madrigal	HCSO	2/27/17
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, by no later than Tuesday, February 28, 2017@ 2:00 P.M., via e-mail to: sandra.montalvo@co.hidalgo.tx.us

Enclosures

Bid No:2017-063-00-00-SMA

Buyer: Sandra Montalvo

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

REQUEST FOR BIDS

Hidalgo County Sheriff's Office

"COMMISSARY SUPPLIES"

RFB No.: 2017-063-00-00-SMA

BID OPENING DATE: April 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 Sheriff’s Office-“COMMISSARY SUPPLIES”** 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.: 2017-063-00-00-SMA “Hidalgo County Sheriff’s Office-“COMMISSARY SUPPLIES”** 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, April 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 Sheriff’s Office-“COMMISSARY SUPPLIES”.

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:

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation- Hidalgo County Sheriff's Office-"COMMISSARY SUPPLIES"-RFB NO.: 2017-063-00-00-SMA Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
 Attn: Juan Tapia
 711 E. El Cibolo Rd.
 Edinburg, Texas 78539
 (956) 383-8114

17) SCHEDULE OF EVENTS:

Bid Opening, 9:30 A.M.	<u>April 00, 2017</u>
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

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

19) 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. (2017-063), 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 Sheriff's Office

"COMMISSARY SUPPLIES"

RFB No. 2017-063-00-00-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: _____

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"
BID No. 2017-063-00-00-SMA

SCOPE

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "**COMMISSARY PRODUCT**" 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 throughout 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)**PRODUCTS QUALITY:**

All commissary products are subjected to the upmost quality in the intent of retailing all bided items. The vendor is responsible for supplying items that are not damaged and or expired. If the items do not meet any retail standard the vendor is responsible for replacing and or an issuance of credit to any items that are deemed sub-quality for retail or consumption.

Garments awarded to vendors must meet retail quality. Garments that are procured for the intent of resale through the commissary must not be stained or damaged. The vendor is responsible for replacing and or crediting any damaged items.

19) **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.

19) 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, inquiries 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, 00, 2017 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email by no later than **Friday, May 00, 2017 by 5:00 p.m.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Commissary Supplies"

BID No. 2017-063-00-00-SMA

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

LIST OF ITEMS		UNIT PRICE
1.	Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.)	\$
2.	Almond Joy Bar 1.61 oz	\$
3.	Baby Ruth 2.1 oz.	\$
4.	Butter Finger Bar 2.1 oz.	\$
5.	Snickers Almond Bar 1.76 oz.	\$
6.	Milky Way Bar 2.05 oz.	\$
7.	Pay Day Bar 1.85 oz.	\$
8.	Snickers Bar 2.07 oz.	\$
9.	3 Musketeers Bar 2.13 oz.	\$
10.	Skittles "Original Fruits" 2.17 oz. bag	\$
11.	M & M Peanuts 1.74 oz. bag	\$
12.	Twix Bar 2.0 oz.	\$
13.	Peanut Pattie 2.25 oz.	\$
14.	Reese's Peanut Butter Cups 1.5 oz.	\$
15.	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef)	\$
16.	Chili Corn Nuts-1.4 oz	\$
17.	Ranch Corn Nuts -1.4 oz	\$
18.	Salted Peanuts 1.75 oz. bag	\$
19.	Chunk Light Tuna 4.23 oz. Pouch	\$
20.	Refried Beans Resealable Pouch 6 oz.	\$
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	\$
22.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	\$
23.	Peanut Butter Squeezers 1.12 oz.	\$
24.	Chili No Beans 11.25oz. Pouch	\$
25.	Chili w/Beans 11.25oz. Pouch	\$
26.	Hot Chili w/Beans 11.25 oz. Pouch	\$
27.	Roast Beef & Gravy 10 oz. Pouch	\$
28.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	\$
29.	Fish Fillets 3.53oz. Pouch	\$
30.	B.B.Q. Potato Chips 1.5 oz. bag	\$
31.	Flaming Hot Cheetos 1.5oz. bag	\$
32.	BBQ Corn Chips 1.5oz. bag	\$
33.	Doritos Nacho Cheese 1.5oz	\$

LIST OF ITEMS		UNIT PRICE
34.	Tortilla Chips 12 oz. bag	\$
35.	Tostadas 12oz. pack	\$
36.	Takis or Extremes 3.7 oz. bag	\$
37.	Hot/Spicy Pork Cracklings 2 oz.	\$
38.	Snack Crackers 12 oz. box	\$
39.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	\$
40.	Cinnamon Rolls 4 oz. pk	\$
41.	Honey Bun 6oz. pk	\$
42.	Chocolate Cupcakes (2-pk) – 4 oz.	\$
43.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	\$
44.	Cherry/Strawberry Danish 4.25 oz.	\$
45.	Coca Cola Classic 20 oz. plastic bottle	\$
46.	Sprite 20 oz. plastic bottle	\$
47.	Fanta Orange 20 oz. plastic bottle	\$
48.	Dr. Pepper 20 oz. plastic bottle	\$
49.	Diet Coke 20 oz. plastic bottle	\$
50.	Diet Dr. Pepper 20 z. plastic bottle	\$
51.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	\$
52.	Anti-Shank Coffee Cup w/Lid 12 oz.	\$
53.	Hot Cocoa Mix 1oz. bag	\$
54.	Cereal Bowl w/Lid 24 oz.	\$
55.	Bottled Water 20 oz. plastic bottle	\$
56.	Sugar Cubes 1 lb. bx	\$
57.	Grey Sweatshirts (small thru 4XL)	\$
58.	White Sport Bras (medium thru 3XL)	\$
59.	White Boxer Shorts (small thru 6XL)	\$
60.	White Thermal Underwear Set (small thru 6XL)	\$
61.	Men White Crew Neck T-shirts (Small thru 6XL)	\$
62.	White Men Briefs (small thru 5XL)	\$
63.	Men's/Ladies Crew Socks (one size fits all)	\$
64.	White Ladies Panties (Size 5 thru 18)	\$
65.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	\$
66.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	\$
67.	Advil Coated (2 tablet pouch) 50 ct. box	\$
68.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	\$
69.	Tums- 3-roll pack	\$
70.	4" Anti Shank Security Toothbrush & Clear Cap	\$
71.	Anti-Shank Security Razor – Single Edge	\$
72.	Jolly Ranchers 3.7 oz. Assorted Bag	\$
73.	Sunflower Kernels 4 oz. Bag	\$
74.	Starlite Mints 3.75 oz. Bag	\$

LIST OF ITEMS		UNIT PRICE
75.	Elastic Pony Tails 18 ct. pk-black	\$
76.	St. Valentines Cards (English/Spanish) 6/pk	\$
77.	Happy Easter Card (English/Spanish) 6/pk	\$
78.	Happy Mother's Day Card (English/Spanish) 6/pk	\$
79.	Father's Day Card (English/Spanish) 6/pk	\$
80.	Happy Birthday Card (English/Spanish) 6/pk	\$
81.	Thanksgiving Day Card (English/Spanish) 6/pk	\$
82.	Christmas Card (English/Spanish) 6/pk	\$
83.	Oral Pain Relief 0.33 oz. Tube	\$
84.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	\$
85.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle	\$
86.	Athletes Foot Cream 0.05 oz. Tube	\$
87.	Hydrocortisone Cream 1 oz. Tube	\$
88.	Chap Stick Lip Balm 15 oz.	\$
89.	Hemorrhoid Ointment 2 oz. Tube	\$
90.	Muscle Rub 3 oz. Tube	\$
91.	Medicated Chest Rub 3.53 oz.	\$
92.	Eye Drops 0.5 oz.	\$
93.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	\$
94.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	\$
95.	Acne Gel Medication 1 oz. Tube	\$
96.	Contact Lens Solution 4 oz.	\$
97.	Legal Gummed Pads (8 ½ x 11")	\$
98.	3 ½" Flexible Pencil	\$
99.	Bubble Cushioned Envelope (6" x 9")	\$
100.	#10 White Security Envelopes	\$
101.	No Clasp Envelope (9" x 12")	\$
102.	Twin Pocket Folders	\$
103.	Dictionary (English – Spanish & English)	\$
104.	Word Seek Puzzles Books	\$
105.	Sketch Pads (50 Sheets)	\$
106.	Playing Cards Deck	\$
107.	4 ½" Flexible Black Ink Pen	\$
108.	Tan PVC Shower Sandals (Size 8 thru 13)	\$
109.	Colgate "Red Gel" Toothpaste 4.2 oz.	\$
110.	Close Up "Red Gel" Toothpaste- 4.0 oz.	\$
111.	Three Flowers Brilliantine- 4 oz.	\$
112.	Dandruff Shampoo & Conditioner 14.2 oz.	\$
113.	Nair Hair Removal- 9 oz.	\$
114.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	\$
115.	Razorless Hair Removing Cream 6 oz.	\$

LIST OF ITEMS		UNIT PRICE
116.	After Shave Lotion- 4 oz.	\$
117.	Baby Lotion- 4 oz.	\$
118.	Shaving Gel 3 oz. Clear Tube	\$
119.	White Handkerchief (15" x 15")	\$
120.	VO5 Extra Body Shampoo- 12.5 oz.	\$
121.	VO5 Extra Body Conditioner- 12.5 oz.	\$
122.	Suave Powder Fresh Deodorant 1.7 oz. Clear	\$
123.	Hinged Soap Dish Box- Regular Size	\$
124.	Dial -Hypo Allergenic Soap- 3-3.2 oz. bar	\$
125.	Dial Soap- 4 oz. bar	\$
126.	Greaseless Skin Cream 4.5 oz.	\$
127.	Cocoa Butter Moisturizing Soap 3.6 oz.	\$
128.	Hair Moisturizer 4 oz. Tube	\$
129.	Palm Hair Brush Flexible – Black	\$
130.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	\$
131.	Disposable Douche- 4.5 oz.	\$
132.	White Washcloth -(12"x12")	\$
133.	Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz.	\$
134.	Gummy Bears- 4 oz.	\$
135.	Mild Dill Pickle- 5 oz.	\$
136.	Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz.	\$
137.	Caramel Popcorn-3.53 oz. Bag	\$
138.	Vanilla Caramels- 3 oz. Bag	\$
139.	Hormel Spam Single Classic Pouch- 3 oz.	\$
140.	Chicken Vienna Sausages Pouch- 3 oz.	\$
141.	Hershey's Chocolate Almond- 1.45 oz.	\$
142.	Plastic Reading Glasses	\$
143.	Postcards	\$
144.	Topochico Beverage Mineral Water- 20 oz.	\$
145.	Topochico Beverage Apple- 20 oz.	\$
146.	Topochico Beverage Peach- 20 oz.	\$
147.	Topochico Beverage Strawberry- 20 oz.	\$
148.	Topochico Beverage Pineapple- 20 oz.	\$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:	_____
ADDRESS:	_____
CITY/STATE/ZIP CODE:	_____
PHONE & FAX NO'S:	_____
CELLULAR NO:	_____
E-MAIL ADDRESS:	_____
AUTHORIZED SIGNATURE:	_____
PRINTED NAME:	_____
TITLE	_____