

3. **Term.** This Contract shall be for a period of **two (2) years, commencing on December 11, 2021 and expiring on December 10, 2023** and may be extended at the sole discretion of the County for an **additional two (2) one (1) year terms** 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 under the same rates, terms and conditions.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. **Consideration.** 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, in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

7. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company

authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request..

8. INDEMNIFICATION. 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. This provision shall survive the termination of this contract.

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

10. Independent Contractor. 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.

11. Notice. 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
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: GALLS LLC.
1340 Russell Cave Rd.
Lexington, KY 40505
859-800-1401

12. 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. 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.

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

14. **Successors.** 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.

15. **Governing Law.** 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. The Company hereby consent to personal jurisdiction in Hidalgo County, Texas.

16. **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. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's 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 a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

17. **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.

18. **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

19. **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

20. **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.

21. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

22. **Nondiscrimination.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes..

23. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

24. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

WITNESS our hands in duplicate originals this ____ day of _____, 2021.

APPROVED BY COMMISSIONER'S COURT ON: _____, 2021.

COUNTY OF HIDALGO

By: _____
Hon. Richard F. Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY: GALLS LLC.

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Amanda D. Austin, Assistant District Attorney

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



REVISED

**HIDALGO COUNTY
PROCUREMENT PACKET**

**Request for Bids
RFB No: 21-149-09-29-TDL**

“Purchase of Uniforms and Accessories”

**Acceptance Due Date:
Wednesday, October 13, 2021 at 9:30am**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Contact Information:

Tanya De Lira, Contract Specialist II
(956) 318-2626 Ext. 4878
tanya.delira@co.hidalgo.tx.us



September 27, 2021

Company Name

Authorized Representative

Address

City, State Zip Code

**RE: HIDALGO COUNTY - REQUEST FOR BIDS:
 RFB NO. 21-149-09-29-TDL – Purchase of Uniforms & Accessories**

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Tanya De Lira

Martha L. Salazar, CPPB
Hidalgo County Purchasing Director
P.P. Tanya De Lira
Contract Specialist II

NOTICE OF INTENT TO RESPOND

In order for Hidalgo County to assess the potential interest in a solicitation, please check one of the statements below and submit to the Contract Specialist listed below, prior to the deadline of this solicitation. In the event that the Offeror chooses not to submit a response for this solicitation, the Hidalgo County Purchasing Department is interested in the reasons why Vendors have chosen not to participate in order to better serve the taxpayers of Hidalgo County.

Company Name: _____ **Contact Person:** _____
Telephone: _____ **Email:** _____

RE: RFB: No. 21-149-09-29-TDL
Purchase of Uniforms & Accessories

Please indicate your reason(s) by checking all applicable items and return this form to the address shown below.

- We intent to respond to this solicitation.
- We decline to respond to this solicitation because:
 - Could not meet specifications.
 - Items or materials requested not manufactured by us.
 - Items or materials requested not available to our company.
 - Insurance requirements are too restricting.
 - Bond requirements are too restricting.
 - The scope of services are not clearly understood or applicable (too vague, too rigid, etc.).
 - The project is not suited to our organization.
 - Quantities are too small.
 - Insufficient time allowed for preparation of response.
 - Other (please specify): _____

Please send your response to:

Via Postal Mail:
Hidalgo County Purchasing Department
ATTN: Tanya De Lira
2802 S. BUS HWY 281
Edinburg, TX 78539

Via e-mail:
TO: Tanya De Lira, Contract Specialist II,
tanya.delira@co.hidalgo.tx.us

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This procurement packet includes the components marked below. If the item is not checked, it is not applicable to this solicitation. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to this procurement packet before submitting a response.

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PROCUREMENT OVERVIEW

PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFB. Further, the Respondent is responsible for providing any and all relevant information necessary for this bid. Failure to do so will be at the Respondent's risk, and may result in rejection of the Bid as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is seeking qualified respondents interested in providing the services of Purchase of Uniforms & Accessories to the County with strict responsible adherence with all specifications and/or requirements contained herein with the respondent submitting the lowest and best complying bid. Qualified Respondents may provide services on an "As Needed Basis". Sealed Bids will be received for "Hidalgo County (including all funding sources, programs, and entities "Purchase of Uniforms and Accessories", in accordance with the requirements attached hereto as Appendix "A". The Bid should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements and included in the deficiencies and deviations form (Appendix "L"). COUNTY reserves the right to reject the deviation and its effect on the overall qualification.

Hidalgo County is requiring all submitted bids to remain firm for a minimum of ninety (90) days after the RFB opening.

AWARD:

1. Hidalgo County reserves the right to award the bid to multiple bidders if the County determines it
2. Any contract awarded to a successful bidder will be in effect until;
 - a) The term of the contract expires
 - b) Terminated by the County within thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated on the executed agreement.
 - c) Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.
 - d) Hidalgo County reserves the right to seek purchases from state contracts and or cooperatives whenever it is in the best interest to do so.
 - e) The contract for this project will be utilized by any Hidalgo County Law Enforcement Agencies.

TERM OF AGREEMENT:

It is intended that the initial contract term will be for two (2) year with the County's sole option to extend for an additional two (2) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

GENERAL REQUIREMENTS

One (1) original and one (1) USBs in original PDF format. Further instructions listed below under **VENDOR INSTRUCTIONS.** For convenience, the Offeror may utilize the Shipping Label provided in

Appendix "N".

SUBMISSION DEADLINE AND BID OPENING

All submissions must be received on or before Wednesday, October 13, 2021 at 9:30am. **Any submission received after this deadline will not be accepted and will be returned to sender, at the Sender's expense.**

BID OPENING STREAMING

Due to the ongoing pandemic, and in order to abide with social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our office during bid openings to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

Live stream: Meeting ID: 964 6467 6754

Passcode: 545411

Dial by your location: 1 346 248 7799 US (Houston)

To find your local number:

Join by SIP: 96464676754@zoomcrc.com

HAND DELIVERED BIDS

Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the Hidalgo County Purchasing staff.

ELECTRONIC TRANSMISSION OF SUBMISSION

Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions.

Martha L. Salazar, CPPB, Purchasing Director, ATTN: Tanya De Lira
Hidalgo County Purchasing Department Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Director, ATTN: Tanya De Lira
Hidalgo County Purchasing Department Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

SIGNING OF SUBMISSION

In order to be considered, all submittals **shall** be signed by an authorized representative of the firm. **Please sign the original in blue ink and ensure the copy is clearly labeled.**

QUESTIONS AND ANSWERS

Questions must be submitted via email to tanya.delira@co.hidalgo.tx.us by **Monday, October 04, 2021 at 5:00 P.M.** Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Wednesday, October 06, 2021 at 5:00P.M.** Telephone inquiries will not be accepted.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

NOTICE OF COMMUNICATION

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. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall 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.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Director 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.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

SUBMISSION INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and uniformity while being reviewed:

1. All submissions must be typed, single spaced, and printed single-sided on 8 ½” by 11” paper.
2. One (1) original, **clearly marked “ORIGINAL”** and two (2) USBs in PDF format.
 - Original document must be submitted in a three-ring loose-leaf binder with a Cover Page containing the specified Information.
 - The Bidder must be in order listed in the Submission Outline/Checklist below.
 - Each selection of the offeror’s response should start on a new page. A tabbed divider should be used to separate each section.
 - On (1) USB shall be properly labeled.
 - A self-adhesive packet may be used to secure the USB.
3. The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions contained within this procurement packet.
4. All documents must be labeled with the offeror’s name and the RFB number as expressed on the shipping label on (appendix “N”). Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFB number will be at risk for rejection.



LEGAL NOTICE

LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Hidalgo (hereinafter referred to as "Hidalgo County" and "County").

It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/County-Administrative-Policies>), which for all purposes, when applicable whether specified explicitly, is incorporated by reference as part of this procurement packet and any resulting agreement.

- 1. ACCEPTANCE OF SUBMISSION.** Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror's submitted response is to remain firm for a minimum of ninety (90) days after opening.
- 2. ACCESS TO RECORDS.** In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.
- 3. ACCOUNT CREATION FOR PAYMENT.** Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor's Office in order to establish an account with the County for payment, including information requested on the Vendor Application, **Appendix "E"** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.
- 4. ADDENDA.** When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must **sign in blue ink and include it in the returned submission package.**
- 5. ASSIGNMENT.** The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court or other applicable governing body.
- 6. AWARD.** Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix "B"**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

In the event the lowest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before the Commissioners Court, or other applicable governing body and present evidence concerning their responsibility after officially notifying in writing via email **and** certified mail to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us; "Carbon Copy;" and "Attention To;" the Contract Specialist listed on the cover page of this procurement packet of their intent to appear.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The County will search a database maintained by the Texas State Comptroller. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

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 response to a request 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.

7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in Appendix "C". Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

7.4 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

7.5 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and

Suspension.” The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at www.sam.gov with their response.

7.6 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

7.7 Disclosure of Conflict of Interest.

7.7.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror’s employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County’s elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County’s elected official, department head, or employee, or the County official’s family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

7.7.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, (hereinafter referred to as “Commissioners Court”) to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

7.7.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent’s Affidavit (**Appendix “J”**) must be included in the response.

7.7.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

7.7.5 Disclosure of Interested Parties (Form CIO). Offeror must fully disclose the existence

of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix “D”**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse, at 100 N. Clossner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

7.7.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying” as detailed in **Appendix “H”**.

7.8 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

7.9 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

7.10 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County’s procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix “E”**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses subcontractors take affirmative steps set forth in 2 CFR 200.321, including:

- a. Placing qualified small and minority business and women’s business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

7.11 Fair Wages. The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

7.12 Independent Contractor. 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 the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

7.13 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

7.14 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

7.15 Title VI Notice. 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 respondents 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. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required.

8. **CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.
9. **CONTRACT RENEWALS.** Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.
10. **CONTRACT TRANSITION (Grace Period).** In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.
11. **COST OF GOODS AND SERVICES.** Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent'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 Hidalgo County. 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.
12. **COUNTY APPROVED HOLIDAYS.** There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on the dates listed below:

New Year's Day	Friday, January 01, 2021
Martin Luther King Day	Monday, January 18, 2021
President's Day	Monday, February 15, 2021
Good Friday	Friday, April 02, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 05, 2021
Labor Day	Monday, September 06, 2021
Columbus' Day	Monday, October 11, 2021
Veterans' Day	Thursday, November 11, 2021
Thanksgiving	Thursday/Friday, November 25-26, 2021
Christmas	Thursday/Friday, December 23-24, 2021
New Year's Eve	Friday, December 31, 2021

13. **EVALUATION.** Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and

identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

- 14. FISCAL FUNDING.** Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

14.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

14.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix "H"**. It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

- 15. FORCE MAJEURE.** If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.
- 16. GOVERNING LAW.** This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.
- 17. HIPAA COMPLIANCE.** When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE

ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

18. **INDEMNIFICATION.** The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless 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 directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from 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 Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror 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 Offeror.
19. **INSPECTIONS & TESTING.** Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.
20. **INSURANCE.** Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See Appendix "C": Insurance Requirements). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.
21. **LEGAL DOCUMENTS.** Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.
22. **MAINTENANCE.** Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on Appendix "B". If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
23. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS.** When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The Price Adjustment procedure may be employed to mediate price volatility on a quarterly basis, on the quarter they're being requested for, then return to the original contract price. The Hidalgo County Purchasing Department has sole discretion whether to grant

the price increase extension with provided sufficient evidence of the request. The requested increase cannot exceed twenty-five percent (25%) of the original contract price during the contract term. Lastly, Hidalgo County may at its own discretion, conduct temporary price adjustment reviews at any time.

24. **MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.
25. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS.** With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.
26. **NAME BRANDS.** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
27. **NEW MILLENNIUM COMPLIANCE.** All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.
28. **PAYMENT UNDER CONTRACT.** 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.
29. **PERFORMANCE ENFORCEMENT.** Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.
30. **POST-AWARD DELIVERY INSTRUCTIONS.** Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.
31. **POST-AWARD INVOICES AND PAYMENTS.** Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy.

281, Edinburg, Texas 78539, (956) 318-2511.

32. PROCUREMENT PACKET FORM COMPLETION. Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, RFP/Q, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED PROPOSAL"**. For Offeror's convenience, the shipping label on **Appendix "N"** can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.

33. PROCUREMENT PACKET SUBMISSION. Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. Late proposals will not be accepted for any reason.

33.1 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

34. PROOF OF BUSINESS. Offeror must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix "D"**.

35. PURCHASE ORDER AND DELIVERY. The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix "B"**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

36. QUALIFICATIONS OF OFFEROR. Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

37. RECYCLED MATERIALS. Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

38. REFERENCES. Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled.**

Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form **Appendix "M"**. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project time frame
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.

39. SCANNED OR RE-TYPED RESPONSE. If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted in hard copy** according to the instructions contained in this procurement packet.

40. SEVERABILITY. If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

41. SILENCE OF SPECIFICATIONS. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

42. SUBCONTRACTING. Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

43. TAXES. Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

44. TERM OF CONTRACTS. If the contract is intended to cover a specific time period, the term will be p in the Requirements/Specifications. Participation in the Professional Services Pool will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with

or without cause. Any supplemental project-specific contract award to a successful respondent 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 the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

45. **TERMINATION.** Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.
46. **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.** Hidalgo County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.
47. **USAGE REPORTS.** Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.
48. **WAIVER OF SUBROGATION.** Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.
49. **WARRANTIES.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

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LEGAL NOTICE DECLARATION

TO: Martha L. Salazar, CPPB, Purchasing Director
ATTN: Tanya De Lira, Contract Specialist II
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFB No. 21-149-09-29-TDL

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. We, the undersigned respondent, further agree, upon acceptance of its response to be a member of the Pools of Professional Services and further execute supplemental project-specific contracts with the County as needed. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: _____

Address: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____



Appendix A

REQUIREMENTS/SPECIFICATIONS

APPENDIX "A"
Specifications/Requirements
Hidalgo County
"Purchase of Uniforms and Accessories"
BID No. 2021-149-09-29-TDL

GENERAL REQUIREMENTS, TERMS AND CONDITIONS

PURPOSE

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish *"Purchase of Uniforms and Accessories"* on an "As Needed Basis" including, but not limited to, the following:

1) **EMERGENCY PURCHASE**

Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

2) **QUANTITIES**

Quantities are estimates only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an **As-Needed Basis**. Bidder is responsible for accurate final counts.

3) **GARMENT FITTING**

The successful vendor shall be required to measure each deputy in order to provide proper uniform fit for odd sizes and/or custom fit.

4) **PRICING**

All bid prices for items shall take into consideration shipping and handling costs, embroidery, patches on uniforms and any other items mentioned on specifications as part of the fixed unit price.

5) **SHIPPING/PACKAGING**

All Individual orders must be packaged individually and must be folded and wrapped in plastic. The departments name must be indicated on the outside of the package including the packing slip with the following information:

- Name of address of vendor
- Name and address of requesting department
- Hidalgo County Purchase Order Number
- Description of product(s) or material shipped
- Quantity of items

6) **BRAND NAMES**

Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

7) **FABRIC AND COLOR COMPATIBILITY**

Due to existing stock, uniforms in use and color compatibility concern, the brand names and colors indicated in the specification are acceptable. Bid proposing any other names and colors will be required to provide a specifications sheet on the material proposing to be equal with the following information addressed.

- Weave
- Weight
- Fiber Content
- Ply of Yarn
- Breaking Strength
- Construction
- Fiber length
- Dye Procedure
- Kaumograph

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

8) **AGE and MANUFACTURE**

All tangible goods being bid must be new and unused. All items not specifically mentioned that are required for a complete unit shall be furnished.

9) **DELIVERY & DISTRIBUTION SCHEDULE**

Vendor will ensure that all deliveries will be delivered in full within thirty (30) to forty-five (45) days from purchase order. Delivery date is important to the County and may be required to be part bid. Hidalgo County considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the County at the specified delivery location. The delivery date indicates a guaranteed delivery to Hidalgo County, TX. **Failure of the bidder to meet guaranteed delivery dates or service performance and could affect future County orders.**

10) **SAMPLES**

A sample of the uniform/clothing being proposed **MUST** be submitted (only if submitting equal to or better) at no charge to the County with the bids for review and inspection by Hidalgo County. Arrangements will be made with the vendor to return all uniform/clothing at no charge to the County. **IF SAMPLES ARE NOT SUBMITTED, THE BID WILL BE DISQUALIFIED AND REJECTED.** It is the sole responsibility of the vendor to ensure delivery of samples to the address provided **before** bid opening date and time.

11) **BID AWARD**

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

12) Hidalgo County reserves the right to seek purchases from state contracts whenever it is in the best interest to do so.

13) The contract for this project will be utilized by any Hidalgo County Law Enforcement Agencies

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

15) **UNIFORM/ACCESSORIES ITEMS REQUIRED or equivalent:**

Below is the description of uniforms/accessories to be included in bid response. Current Brands and Styles in use are currently what user department. use.

- A.) Hidalgo County Constable Precinct No. 1 (Items-1-10)
- B.) Hidalgo County Constable Precinct No. 2 (Items-1-16)
- C.) Hidalgo County Constable Precinct No. 3 (Items-1-15)
- D.) Hidalgo County Constable Precinct No. 4 (Items-1-18)
- E.) Hidalgo County Sheriff's Office (Items-1-23)

A.) Hidalgo County Constable Precinct No. 1

1) SHIRTS-ArmorSkins - Blauer 8370-45 equal or better

- Designed to look like a uniform shirt when worn over an ArmorSkin® Base Shirt, ArmorSkin® helps to maintain a professional appearance and your tactical advantage in the field
- Polyester ArmorSkin matches: LS Polyester ArmorSkin Base Shirt, SS Polyester ArmorSkin Base Shirt, and Polyester ArmorSkin Winter Base Shirt
- Universal armor fit and easy adjustment at shoulders and sides allows your existing ballistic armor and carrier to be fitted and worn exactly as it would under a uniform shirt and according to the manufacturer's instructions
- Mesh lining and side panels are lightweight and provide more breathability and quick-dry comfort
- Side openings with stretch nylon mesh and heavy duty one-way YKK zippers offer advanced mobility, quick donning and doffing, and more coverage
- Durable 8.5 oz 100% Polyester fabric matches Blauer 100% Polyester shirting and pant fabric
- Customization: Red Merrowed Bordered Epaulets - Red of Shoulder patch

2) SHIRTS- Short Sleeve Base Shirts Blauer 8372-45 equal or better

- Durable uniform shirting fabric combined with breathable, moisture-wicking mesh fabric creates the ultimate performance uniform shirt that is both professional and comfortable

- Designed to look like a Class A or B uniform shirt when worn under ArmorSkin®
- SS Polyester Base Shirt matches Polyester Armorskin
- Lightweight, moisture-wicking stretch mesh covers torso area for quick-dry comfort, body temperature regulation and advanced mobility
- Durable 8.5 oz 100% Polyester fabric matches Blauer 100% Polyester shirting and pant fabric
- Convertible sport collar
- 3-button center front placket
- Double pen pocket on left chest

3) SHIRTS- Long Sleeve Base Blauer 8371-45 equal or better

- Durable uniform shirting fabric combined with breathable, moisture-wicking mesh fabric creates the ultimate performance uniform shirt that is both professional and comfortable
- Designed to look like a Class A or B uniform shirt when worn under ArmorSkin®
- LS Polyester Base Shirt matches Polyester ArmorSkin
- Lightweight, moisture-wicking stretch mesh covers torso area for quick-dry comfort, body temperature regulation and advanced mobility
- Durable 8.5 oz 100% Polyester fabric matches Blauer 100% Polyester shirting and pant fabric
- Banded dress collar
- 3-button center front placket
- 2-button adjustable cuffs
- Double pen pocket on left chest

4) SHIRTS-5.11 TACTICAL-(Taclite Pro SS 71175, 71175T)-equal or better

FABRIC TYPE	Main Body: 65% polyester 35% cotton 4.4 oz Taclite with Teflon® finish Lining: 100% Polyester Mesh
FEATURES & BENEFITS:	Teflon® finish for stain resistance; Large horizontal back vent lined with mesh that has good wicking properties; Locker loop at inside back neck; Collar features hidden button-down tabs; Two belloved chest pockets and pencil pocket openings on each flap; Double pencil pocket on wearer's left sleeve; 5.11 patented hidden document pocket; Comes with an epaulette and badge holder kit for easy conversion; UPF Rating: 25
STITCHING & FINISHING:	Seams are durable with 10-12 stitches per inch on all operations Triple needle stitching on the armholes, front yoke, back cape, document pocket, pocket bags, both sides of center front placket and collar edge Double needle topstitching on pocket flaps, sleeve hems and clean finished shirt tail 2 Vertical bar tacks on each of the pocket flaps spaced 1 1/2" apart for the pen pocket opening " Bartacks at top corners of pocket flaps and chest pockets, top and bottoms of document pocket openings and at center back of cape
CLOSURES:	Buttons – 4 hole Melamine buttons that won't melt, burn, or crack 20 Ligne Buttons: 1 at center front neck band, 6 buttons on front placket, 1 spare button and 2 buttons provided for optional epaulettes 14 Ligne Buttons: 2 buttons at hidden button-down tab, under collar 1 spare Hook and loop closure on document pockets and chest pockets
LABELS:	Parts # label, woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the shirt
STOCK SIZES:	S-3XL Regular; L-5XL Ta
COLORS:	019 Black, 162 TDU Khaki, 724 Dark Navy, 010 White, 190 TDU Green, 018 Charcoal in
CUSTOMIZATIONS	Shirts to include sewn-on Epaulettes and Sewn-on Badge Tab plied by 511

5) SHIRTS-5.11 Tactical -Performance Polo-71049 (equal or better)

FABRIC TYPE	100% Smart Weave Polyester, Jersey Knit
FEATURES & BENEFITS	The performance polo is made with specialty engineered fabric that doesn't snag when it comes in contact with Velcro or other abrasive surfaces. There is a 3 button placket; Mic-clip pockets are conveniently located on each shoulder; a mic-clip loop is placed at the sternum level and a dual pen pocket on the left sleeve; The flat knit collar features an anti-rolling technology that keeps the collar from rolling or turning up; The body features saddle-shoulder construction and gusseted underarm sleeve for greater range of motion and also the bottom hem features a split side vent.
STITCHING & FINISHING	Stitches per inch are 10-12 on all operations Double needle coverstitch centered over the seams of the armholes and side gussets; Neckline has 1/4" single needle topstitching; Front Placket is 1/4" wide with edge stitching on both sides; Sleeve hem has 1" turned up with 1/4" double needle coverstitch; Hem has 1" turned up with 1/4" double needle coverstitch; Individually packaged in poly bag like a dress shirt with plastic clips, cardboard collar band, and antimicrobial, moisture-wicking
CLOSURES:	Buttons – 4 hole Melamine buttons that won't melt, burn, or crack, 20 Ligne Buttons: 3 center front placket
LABELS:	5.11 Main Label is a heat transfer inside the back half-moon. Fabric content /country of origin, size, and care instructions are all on the transfer label.
SIZES:	XS-3XL
COLORS:	Dark Navy, Black, Silver Tan, Charcoal, TDU Green, LE Green, White, Traffic Yellow and Range Red
CUSTOMIZATIONS	Shirts to include direct embroidery of badge design on left chest and name and/or Rank text direct embroidery on the right chest

6) PANTS- BLAUER 8650-04 (equal or better)

- 12 oz. linear twill weave polyester fabric with 10% stretch
- Stretch waistband construction with 2 bead silicone shirt grip and double hooks
- Silicone crease retention process
- Front quarter pocket styling
- 2 hip pockets
- Strong and comfortable cotton blend pocketing
- Heavy-duty nylon fly zipper with auto-lock slider
- Split-seam tailored construction
- Thigh let-outs accommodate athletic builds
- Extra-strength tandem-needle seat seam
- Customization: With Piggy-Back Striping 1" Silver tan on 1 1/4" Red - From top of waistband down

7) PANTS-TACTICAL PRO (5.11 Tactical- 74273) equal or better

FABRIC & FINISHING	<ul style="list-style-type: none"> • Main body: 65% Polyester, 35% Cotton , 6.14 oz, tear resistant Ripstop; with HR Teflon water resistant • Pocketing : 65% Polyester 35% Cotton, 3.2 oz T/C, tightly woven poplin
SIZE	28 to 54 waist size with varying lengths
COLOR	Department to determine color
DESIGN FEATURES & BENEFITS	Self-adjusting side elastic action waist with 7 wide belt loops and a key ring. Snap closure on outside and button on inside fly. Tool strap on right back. Front pleats and crotch gusset for maximum range of movement. Deep front pockets, Cordura lined knife pocket on right front and Cordura lined cell pocket on left; Pleated cargo pockets on both sides; two large, open back pockets. The pant has double seat and double knees of self-fabric with knee pad openings inside.
DESIGN DETAILS POCKETS:	<ul style="list-style-type: none"> • Front and Back Pocket openings are reinforced with Cordura binding on knife clip area. Pocket openings are firmly bar tacked. Front pocket bags are made of durable Poly/cotton blend. Pocket bags are extra deep and finished clean inside the pant with stitched edge for heavy duty. • Knife Pocket has extra firm welt for knife clip, and is sized to accommodate C.U.B. knife or hide a magazine. • Cell Pocket is gusseted on both sides and accommodates blackberry, the flap has Velcro closure for safety. • Back Pockets are made of self-fabric; they are extra-large with easy access open tops and Velcro closure. • Cargo Pockets have expandable inverted box pleat in the center and flap with two-Velcro closures.
SEAMS & STITCHING	<ul style="list-style-type: none"> • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction. • Top Stitching's are non-raveling lock stitching's. Belt loops are double top stitched, and bar tacked on all corners. Back pocket openings and tool strap is cross bar tacked. Side seams, fly outline, front rise and seat seam are double stitched. Crotch gusset is top stitched, crotch points and fly are bar tacked. Front pocket openings, pocket flaps, knee patches, and double seat are double top stitched. Cargo pockets are set with double stitching. Pocket and pocket flap setting stress points are bar tacked
LABELS	The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant.
CLOSURES	Closures are high quality, proven performance brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is PRYM snap with extra firm grip. Inside button is cross stitched.

8) JACKETS

FABRIC	Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better) Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal Color: Navy Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal. 100 % Nylon taffeta, thread counts 104x86 or equal
DESIGN	The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined
BODY DETAIL	The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- 1/2" shirred waistband with 2 1/2" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 3/4" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self-goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.
INSIDE DETAIL	On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 1/2" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 1/4" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside.
SLEEVES	The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width.
POCKETS	There shall be two patch pockets with 1 1/2" box pleats, finishing approximately 6 1/2" wide and 7 3/8" deep. Flaps shall be scalloped and self-lined, measuring 6 3/4" wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 1/2" on the side. The left patch pocket is to have a 1 1/2" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined
COLLAR	The standup collar shall be made using self-material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.
EPAULETS	The epaulets shall be made of self-goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.
SIZES	Jackets must be available small through XXL and larger
BADGE TAB	The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1" wide. The first eyelets is 1/2" down from the top finished edge and the second is 1/2" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 1/2" above the left flap pocket.

ZIPPER	There shall be an YKK #5, two-way molded nylon zipper in the front and an 11" nylon zipper on each side vent.
BUTTONS & SNAPS	The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.
THREAD	All sewing is to be done with polyester core thread or 100% spun polyester thread.
SIZE TAG & CARE INSTRUCTIONS	Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number.
WARRANTY	Garments shall have a one year warranty against workmanship against workmanship or fabric defects.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket

9) RAINCOATS

DESCRIPTION	Law Pro RW217 or Equal With Reflective 4" CONSTABLE on Both Sides
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10) PATCHES

SHOULDER PATCHES	4 1/2" 85% Embroidery - Twill Midnight Navy Background
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B.) Hidalgo County Constable Precinct No. 2

1) SHIRTS- BLAUER Polyester Super Shirt *short sleeve* (8675) equal or better

- 8 oz. washable 100% fade resistant polyester with 10% stretch and wicking finish
- Abrasion resistant, stretch nylon mesh side panels provide advanced breathability and a custom tapered fit
- Special function pleated patch pockets with hook-and-loop flaps, pencil slots, and secure vertical compartment behind the pocket for glasses or documents
- Adaptive visibility provided by deployable reflective trim on pocket panels, inside cuffs and underside of rear collar provide 360 degree nighttime visibility
- Port opening on sides for microphone ear piece connection to radio
- Zippered front with mock buttons
- Center-positioned microphone/camera tab for ease of use
- Extra-long shirt tails stay tucked in
- Convertible sport collar for comfort and contemporary appearance
- Traditional 5-crease military style (stitched)
- 2-button adjustable cuffs
- Reinforced epaulets
- Badge with internal support strap
- Color: to be determine by dept.
- Size: SIZE: SM-5XL
- Customization: Merroved Bordered Epaulets-Red of Shoulder Patch (9) Nine Metal Removable Gold or Silver Texas Buttons With Washer &Toggle

2) SHIRTS- BLAUER- Polyester Super Shirt *long sleeve* (8670) equal or better

- 8 oz. washable 100% fade resistant polyester with 10% stretch and wicking finish
- Abrasion resistant, stretch nylon mesh side panels provide advanced breathability and a custom tapered fit
- Special function pleated patch pockets with hook-and-loop flaps, pencil slots, and secure vertical compartment behind the pocket for glasses or documents
- Adaptive visibility provided by deployable reflective trim on pocket panels, inside cuffs and underside of rear collar provide 360 degree nighttime visibility
- Port opening on sides for microphone ear piece connection to radio
- Zippered front with mock buttons
- Center-positioned microphone/camera tab for ease of use
- Extra-long shirt tails stay tucked in
- Convertible sport collar for comfort and contemporary appearance
- Traditional 5-crease military style (stitched)
- 2-button adjustable cuffs
- Reinforced epaulets
- Badge with internal support strap
- Color: to be determine by dept.
- SIZE: SM-5XL
- Customization: Merroved Bordered Epaulets-Red of Shoulder Patch (9) Nine Metal Removable Gold or Silver Texas Buttons With Washer &Toggle

3) SHIRTS- BLAUER- Polyester ArmorSkin *short sleeve* (8372) equal or better

- Durable uniform shirting fabric combined with breathable, moisture-wicking mesh fabric creates the ultimate performance uniform shirt that is both professional and comfortable.
- Designed to look like a Class A or B uniform shirt when worn under ArmorSkin*
- SS Polyester Base Shirt matches Polyester Armorskin
- Lightweight, moisture-wicking stretch mesh covers torso area for quick-dry comfort, body temperature regulation and advanced mobility
- Durable 8.5 oz 100% Polyester fabric matches Blauer 100% Polyester shirting and pant fabric
- Convertible sport collar
- 3-button center front placket
- Double pen pocket on left chest
- Color: to be determine by dept.
- Size: SM-5XL

4) SHIRTS- BLAUER- Polyester ArmorSkin *long sleeve* (8371) equal or better

- Durable uniform shirting fabric combined with breathable, moisture-wicking mesh fabric creates the ultimate performance uniform shirt that is both professional and comfortable.

- Designed to look like a Class A or B uniform shirt when worn under ArmorSkin®
- SS Polyester Base Shirt matches Polyester Armorskin
- Lightweight, moisture-wicking stretch mesh covers torso area for quick-dry comfort, body temperature regulation and advanced mobility
- Durable 8.5 oz 100% Polyester fabric matches Blauer 100% Polyester shirting and pant fabric
- Banded dress collar
- 3-button center front placket
- Double pen pocket on left chest
- Color: to be determine by dept.
- Size: SM-5XL

5) SHIRTS BASE-ArmorSkins - Blauer 8370-45

- Designed to look like a uniform shirt when worn over an ArmorSkin® Base Shirt, ArmorSkin® helps to maintain a professional appearance and your tactical advantage in the field
- Polyester ArmorSkin matches: LS Polyester ArmorSkin Base Shirt, SS Polyester ArmorSkin Base Shirt, and Polyester ArmorSkin Winter Base Shirt
- Universal armor fit and easy adjustment at shoulders and sides allows your existing ballistic armor and carrier to be fitted and worn exactly as it would under a uniform shirt and according to the manufacturer's instructions
- Mesh lining and side panels are lightweight and provide more breathability and quick-dry comfort
- Side openings with stretch nylon mesh and heavy duty one-way YKK zippers offer advanced mobility, quick donning and doffing, and more coverage
- Durable 8.5 oz 100% Polyester fabric matches Blauer 100% Polyester shirting and pant fabric
- Customization: Red Merrowed Bordered Epauletes - Red of Shoulder patch AND with (9) Nine Metal Removable Gold or Silver Texas Buttons With Washer & Toggle

6) SHIRTS- 5.11 Tactical -Performance Polo -71049 (equal or better)

FABRIC TYPE	100% Smart Weave Polyester, Jersey Knit
FEATURES & BENEFITS	The performance polo is made with specialty engineered fabric that doesn't snag when it comes in contact with Velcro or other abrasive surfaces. There is a 3 button placket; Mic-clip pockets are conveniently located on each shoulder; a mic-clip loop is placed at the sternum level and a dual pen pocket on the left sleeve; The flat knit collar features an anti-rolling technology that keeps the collar from rolling or turning up; The body features saddle-shoulder construction and gusseted underarm sleeve for greater range of motion and also the bottom hem features a split side vent.
STITCHING & FINISHING	Stitches per inch are 10-12 on all operations; Double needle coverstitch centered over the seams of the armholes and side gussets; Neckline has ¼" single needle topstitching; Front Placket is 1¼" wide with edge stitching on both sides; Sleeve hem has 1" turned up with ¼" double needle coverstitch; Hem has 1" turned up with ¼" double needle coverstitch; Individually packaged in poly bag like a dress shirt with plastic clips, cardboard collar band, and antimicrobial, moisture-wicking
CLOSURES:	Buttons-4 hole Melamine buttons that won't melt, burn, or crack, <u>20 Ligne Buttons</u> : 3 center front placket
LABELS:	5.11 Main Label is a heat transfer inside the back half-moon. Fabric content / country of origin, size, and care instructions are all on the transfer label.
SIZES:	XS-4XL
COLORS:	TO BE DETERMINE BY DEPT
CUSTOMIZATION	Shirts to include Direct Embroidery of Badge Design on Left Chest and Name and/or Rank Text Direct Embroidery on the Right Chest

7) PANTS-HORACE SMALL SENTRY (HS 2147/HS 2479) equal or better

BELT LOOPS:	¾" Lined
BLEND:	100% Polyester / VISA® Finish with Solarban® technology
CARE:	Home Wash or Dry Clean
CLOSURE:	<ul style="list-style-type: none"> • Brass Ratcheting Zipper and Crush-Proof Hook & Eye Closure • French-Fly Tab on Men's Styles
FINISH:	Moisture Management, Soft Hand and Permanent Soil Release
POCKET:	<ul style="list-style-type: none"> • Quarter-Top Front Pockets • Double-Welt, Topstitched Hip Pockets with Triangle Bartacks and Button-Tab Left-Pocket Closure
CUSTOMIZATIONS:	<ul style="list-style-type: none"> • Piggy-Back Striping - ½" Brown on ¾" Red - From top of waist down
WAISTBAND:	<ul style="list-style-type: none"> • Men's Style: Comfort Cool-Flex® • Women's Style: Function Fit® with Comfort Cool-Flex®

8) PANTS -5.11 TACTICAL-TACTLITE PRO (74273) equal or better

FABRIC & FINISHING	<ul style="list-style-type: none"> • Main body: 65% Polyester, 35% Cotton, 6.14 oz, tear resistant Ripstop; with HR Teflon water-resistant • Pocketing: 65% Polyester 35% Cotton, 3.2 oz T/C, tightly woven poplin
SIZE	28 to 54 Waist Sizes with varying lengths
COLOR	Department to determine color
DESIGN FEATURES & BENEFITS	Self-adjusting side elastic action waist with 7 wide belt loops and a key ring. Snap closure on outside and button on inside fly. Tool strap on right back. Front pleats and crotch gusset for maximum range of movement. Deep front pockets, Cordura lined knife pocket on right front and Cordura lined cell pocket on left; Pleated cargo pockets on both sides; two large, open back pockets. The pant has a double seat and double knees of self-fabric with knee pad openings inside.
DESIGN DETAILS POCKETS:	<ul style="list-style-type: none"> • Front and Back Pocket openings are reinforced with Cordura binding on knife clip area. Pocket openings are firmly bar tacked. Front pocket bags are made of durable Poly/cotton blend. Pocket bags are extra deep and finished clean inside the pant with stitched edge for heavy duty. • Knife Pocket has extra firm welt for knife clip and is sized to accommodate C.U.B. knife or hide a magazine. • Cell Pocket is gusseted on both sides and accommodates blackberry, the flap has Velcro closure for safety. • Back Pockets are made of self-fabric; they are extra-large with easy access open tops and Velcro closure. • Cargo Pockets have expandable inverted box pleat in the center and flap with two-Velcro closures.
SEAMS & STITCHING	<ul style="list-style-type: none"> • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction. • Top Stitching's are non-raveling lock stitching. Belt loops are double top stitched, and bar tacked on all corners. Back

	pocket openings and tool strap are cross bar tacked. Side seams, fly outline, front rise and seat seam are double stitched. Crotch gusset is top stitched, crotch points and fly are bartacked. Front pocket openings, pocket flaps, knee patches, and double seat are double top stitched. Cargo pockets are set with double stitching. Pocket and pocket flap setting stress points are bar tacked
LABELS	The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant.
CLOSURES	Closures are high quality, proven performance brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is PRYM snap with extra firm grip. Inside button is cross stitched.

9) PANTS –WOMEN'S 5.11 TACTICAL(TACTLITE PRO 64360) equal or better

FABRIC & FINISHING	<ul style="list-style-type: none"> Main body: 65% Polyester, 35% Cotton, 6.14 oz, tear resistant Ripstop, with HR Teflon water-resistant Pocketing: 65% Polyester 35% Cotton, 3.2 oz T/C, tightly woven poplin
SIZE	2 to 20 Regular & Long
COLOR	Department to determine color
DESIGN FEATURES & BENEFITS	Self-adjusting side elastic action waist with 7 wide belt loops and a key ring. Snap closure on outside and button on inside fly. Tool strap on right back. Front pleats and crotch gusset for maximum range of movement. Deep front pockets, Cordura lined knife pocket on right front and Cordura lined cell pocket on left; Pleated cargo pockets on both sides; two large, open back pockets. The pant has a double seat and double knees of self-fabric with knee pad openings inside.
DESIGN DETAILS POCKETS:	<ul style="list-style-type: none"> Front and Back Pocket openings are reinforced with Cordura binding on knife clip area. Pocket openings are firmly bar tacked. Front pocket bags are made of durable Poly/cotton blend. Pocket bags are extra deep and finished clean inside the pant with stitched edge for heavy duty. Knife Pocket has extra firm welt for knife clip and is sized to accommodate C.U.B. knife or hide a magazine. Cell Pocket is gusseted on both sides and accommodates blackberry, the flap has Velcro closure for safety. Back Pockets are made of self-fabric; they are extra-large with easy access open tops and Velcro closure. Cargo Pockets have expandable inverted box pleat in the center and flap with two-Velcro closures.
SEAMS & STITCHING	<ul style="list-style-type: none"> Seams are durable with 10 stitches per inch and extra heavy 5-thread construction. Top Stitching are non-raveling lock stitching. Belt loops are double top stitched, and bar tacked on all corners. Back pocket openings and tool strap are cross bar tacked. Side seams, fly outline, front rise and seat seam are double stitched. Crotch gusset is top stitched, crotch points and fly are bartacked. Front pocket openings, pocket flaps, knee patches, and double seat are double top stitched. Cargo pockets are set with double stitching. Pocket and pocket flap setting stress points are bar tacked
LABELS	The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant.
CLOSURES	Closures are high quality, proven performance brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is PRYM snap with extra firm grip. Inside button is cross stitched.

10) PANTS –5.11 RIPSTOP TDU PANT (74003) equal or better

	<ul style="list-style-type: none"> 7.5 oz. polyester/ cotton ripstop fabric Self- adjusting tunnel waistband Double- reinforced seat Bartacking at major seams and stress points Triple- stitching Cargo pockets with internal AR magazine compartments Secure seat pockets TacTec System - compatible Blousing straps Teflon® finish YKK zippers Prym snaps Short = 29½ " - Regular = 32½ " - Long = 35½ " COLOR: BROWN
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11) JACKETS

FABRIC	Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better) Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal Color: BROWN Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal. 100 % Nylon taffeta, thread counts 104x86 or equal
DESIGN	The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined
BODY DETAIL	The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2½" shirred waistband with 2½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5¼" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self-goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.
INSIDE DETAIL	On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside.
SLEEVES	The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1-7/8" in width.
POCKETS	There shall be two patch pockets with 1½" box pleats, finishing approximately 6½" wide and 7-3/8" deep. Flaps shall be scalloped and self-lined, measuring 6 ¼ wide and 3-3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5½" on the side. The left patch pocket is to have a 1½" pencil opening at the top of the flap. Both the pockets

	and the flaps are to be bartacked. Flaps are too interlined
COLLAR	The standup collar shall be made using self-material and shall be interlined with Pellon. There shall be an option of a detachable hood and for collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.
EPAULETS	The epaulets shall be made of self-goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.
SIZES	Jackets must be available small through XXL and larger
BADGE TAB	The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1" wide. The first eyelets is 1/2 "down from the top finished edge and the second is 1/2" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 1/2" above the left flap pocket.
ZIPPER	There shall be an YKK #5, two-way molded nylon zipper in the front and an 1 1/2" nylon zipper on each side vent.
BUTTONS & SNAPS	The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.
THREAD	All sewing is to be done with polyester core thread or 100% spun polyester thread.
SIZE TAG & CARE INSTRUCTIONS	Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number.
WARRANTY	Garments shall have a one year warranty against workmanship against workmanship or fabric defects.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket

12) RAINCOATS

DESCRIPTION	Spiewak S309V or Equal With Reflective 4" CONSTABLE on Both Sides
SIZES:	SMALL TO 3XLARGE

13) SAFETY VEST-HI-VIS Breakaway-BLAUER 339

Traffic vest must meet ANSI (American National Standards Institute) / ISEA (International Safety Equipment Association) 107 compliance class 2 or better

COLOR	Fluorescent Yellow
SHELL FABRIC	3.7 oz. per square yard, 100% Polyester heavy denier tricot mesh. (Color: see specified garment color).
TRIM:	a) Binding: 100% nylon plain weave taffeta (Color: black), 100% polyester plain weave taffeta (Color: fluorescent yellow) b) Hook and loop: woven nylon base (Color: fluorescent yellow). c) Eyelets: aluminum, black enamel finish. d) Ribbon: 2.5-inches grosgrain. (Color: black) e) Reflective trim: 2.0 inch wide, 3M Scotchlite silver reflective fabric.
DESIGN & CONSTRUCTION:	Full Cut Vest., High contrast Scotchlite striping, Pen/penlight openings, Microphone tabs on each shoulder, Fully Adjustable waist, "Break Away" shoulder and side access.
STANDARD SIZE RANGE:	Unisex sizing: Regular: SM - M, L-XL, 2XL-6XL
MEASUREMENTS:	Regular Length Size: L-XL, Center Front: 21.625, Center Back: 28.5, Across Chest: 18.5, Across Back: 19.5
CUSTOMIZATIONS	Black CONSTABLE on both sides

14) PATCHES

SHOULDER PATCHES	4 1/2" 100% Embroidered Background
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15) FELT COWBOY HAT'S (equal or better)

Description	Felt cowboy hat: Lariat felt
Style:	Roper
Color	Chocolate Brown
Quality	4X to 10 X
Brim	4" brim

16) BOOTS- Cowboy Boots or better

STYLE:	Double H Black Trooper Work Boot 4620
MATERIAL:	Black Full Grain Leather
COLOR:	Black
SHAFT:	12"
TOE:	Pain 915 Toe
LINING	Leather
HEEL HEIGHT	1 5/8"
OUTSOLE	Vibram Mini Lug Outsole

C.) Hidalgo County Constable Precinct No. 3

1) SHIRTS- short sleeve HORACE SMALL (Zipper Front HS1245) equal or better

FABRIC	Solid: A VISA fabric from Milliken & Company for fabrics, Style #7430, 100% polyester, texturized woven. Weight 7.25 oz. per yard. Single warp, two ply filling.
COLOR:	to be determine by dept.
CREASING	There are two sewn in permanent military creases in front and three in back.
FRONT	The left front has a self-fabric center pleat 1 3/8" wide extending from collar band to bottom of shirt. It has two rows of stitching 7/8" apart. The center pleat is interlined with 100% polyester, 250 denier. Right front has a 3-1/8" reverse facing extending from neckline to bottom of shirt. There are seven front buttons.
COLLAR	Convertible collar measures 2-7/8" long at points and is topstitched 3/16" from the edge. The interlinings are 100% polyester, 250 denier. Permanent collar stays of proper length are fused or sewn inside collar so that no stitches are made through the bottom leaf.
YOKE	Two piece yoke of self-goods. The back of the yoke is topstitched 1/16".
SLEEVES	Sleeves are one piece, have a 7/8" hem and finish 10-3/8" long from the shoulder seam on a size Large. Sleeve setting and closing are sewn with an overedge and safety stitch. The sleeve is bartacked at the hem.

POCKETS	Two breast pockets finishing 5 3/8" wide and 5 3/4" long with mitered corners. Both pockets have a 1 1/2" box-pleat stitched top and bottom to prevent spreading. Left pocket has a sewn through pencil stall 1 3/8" wide. Woven hook fastener 1/2" wide and 1" long is placed on each pocket to secure woven loop fastener placed on each flap.
FLAPS	Flaps are scalloped, finishing 5 1/2" in width, 2 3/4" in length at the center and 2 1/2" at each side. Flaps are placed with a 1/4" space between the pocket and flap and have one centered buttonhole with button. The left flap has a pencil opening 1 3/8" wide. Woven loop fastener 1/2" wide and 1" long is placed on edges of each flap to secure woven hook fastener placed on pockets. Flaps have crease interlining.
BADGE TAB	Inside sling type of self-goods approximately 1-1/8" wide extends from joining seam to pocket of left front. To have two small, uncut Buttonholes 1/4" apart with the lower buttonhole 1/4" above the flap.
EPAULETS	Sewn into sleeve head seam and measure approximately 1-7/8" tapering to 1 1/2" with end pointed. Epaulets are set approximately 1" from the collar seam. They are box-stitched to shoulders with a row of x-stitching 2 1/2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Epaulets have crease interlining.
SHIRT LABELING	Each garment is identified by permanent size, style number, cut number, fiber content, manufacturing RN number, care instructions and country of origin labeling.
BUTTONS	20-ligne melamine buttons dyed to match the fabric color.
PACKING	Shirts are polybagged individually.
ZIPPER CLOSURE	Zipper closure models have a 14" nylon separating zipper.

2) SHIRTS -long sleeve HORACE SMALL (zipper front HS1145) equal or better

FABRIC	Solid: A VISA fabric from Milliken and Company for fabrics, Style #7430, 100% polyester, texturized woven. Weight 7.25 oz. per yard. single warp, two ply filling.
COLOR:	brown
CREASING	There are two sewn in permanent military creases in front and three in back.
FRONT	The left front has a self-fabric center pleat 1-3/8" wide extending from collar band to bottom of shirt. The center pleat has two rows of stitching 7/8" apart and is interlined with 100% polyester, 250 denier. A self-lined button stand 7/8" wide is on the right side and extends from collar band to bottom of shirt. There are six front buttons and one collar button.
COLLAR	The collar is banded. The back of the stand measures 1 1/2". The points are 3" in length and top stitched 3/16" from the edge. The interlinings are 100% polyester, 250 denier. Collar band has crease interlining. Permanent collar stays of proper length are fused or sewn inside collar so that no stitches are made through the bottom leaf. The stand fastens with one button.
YOKE	Two piece yoke of self-goods. The back of the yoke is topstitched 1/16".
SLEEVES	Each sleeve has a one piece pointed placket 1 1/4" wide both top and bottom, with one button and buttonhole centered in the vent opening. Sleeve setting and closing are sewn with an overedge and safety stitch. Cuffs close with two buttons and buttonholes, are 2 3/4" wide and have 1/4" topstitching on the edge. Cuffs are interlined.
POCKETS	Two breast pockets finishing 5 3/8" wide and 5 3/4" long with mitered corners. Both pockets have a 1 1/2" box-pleat stitched top and bottom to prevent spreading. Left pocket has a sewn through pencil stall 1 3/8" wide. Woven hook fastener 1/2" wide and 1" long is placed on each pocket to secure woven loop fastener placed on each flap.
FLAPS	Flaps are scalloped, finishing 5 1/2" in width, 2 3/4" in length at the center and 2 1/2" at each side. Flaps are placed with a 1/4" space between the pocket and flap and have one centered buttonhole with button. The left flap has a pencil opening 1-3/8" wide. Woven loop fastener 1/2" wide and 1" long is placed on edges of each flap to secure woven hook fastener placed on pockets. Flaps have crease interlining.
BADGE TAB	Inside sling type of self-goods approximately 1-1/8" wide extends from joining seam to pocket of left front. To have two small, uncut buttonholes 1/4" apart with the lower buttonhole 1/4" above the flap.
EPAULETS	Sewn into sleeve head seam and measure approximately 1 7/8" tapering to 1 1/2" with end pointed. Epaulets are set approximately 1" from the collar seam. They are box-stitched to shoulders with a row of x-stitching 2 1/2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Epaulets have crease interlining.
SHIRT LABELING	Each garment is identified by permanent size, style number, cut number, fiber content, manufacturing RN number, care instructions and country of origin labeling.
BUTTONS	20-ligne melamine buttons dyed to match the fabric color.
PACKING	Shirts are polybagged individually.
ZIPPER CLOSURE	Zipper closure models have a 14" nylon separating zipper.
WARRANTY	One year against workmanship or fabric defects.

3) TROUSERS-POLYESTER TWILL (Style -X13506NS) equal or better

FABRIC	Milliken 707428, Color: taupe/pick-tan 7496, 100% polyester, Weight: 15.75 oz./linear yard, Weave: 2x2 Right Hand Twill, Construction: 92 warp x 62 filling, Tensile Strength: 293x201 lbs., Finish: Visa® System III
POCKETING & LINING	All pocketing must be in black, 70% polyester/30% cotton, weave plain, 82 warp x 50 filling, 119 x 98 lbs. The weight must be 3.5 oz./square yard
CREASING	The front and rear creases in the trouser legs incorporate a permanent modified silicone crease produced by the Lintrak® System.
DESIGN	The trousers shall be made from a manufactured from a men's up-to-date uniform trouser pattern. The trouser styling shall incorporate a plain front with two quarter top pockets. Trouser is straight leg bottoms. Topstitched back pockets with triangle bartacks, left pocket has tab to button, zipper fly front with French fly. Inside belly band. Crotch lining. 1 1/2 inch waistband with dropped belt loops.
STRIPE	The trouser must have a stripe from waistband. The stripe shall be brown measuring 1/2" wide on 3/4 red striping on pant leg from waistband down
POCKETS	The front pockets are quarter top style, with a minimum 6 1/2" opening and a 6" depth, measured from the bottom of the opening. The front pocket bags are double tipped and shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self-material finishing no less than 1 1/2" wide. The back pockets have 5 1/2" openings and are 6" deep. They shall be made with a Reese PW automatic machine and topstitched on the outside with an exposed top and bottom welt inside facing. The left pocket shall have a tab to button. The front pockets shall have straight bartacks at the ends of the openings. The back pockets shall have triangle bartacks at the ends of the openings.
WAISTBAND	The trousers are made with a continuous closed 1 1/2" wide waistband. The full length of the waistband is stabilized with fusible nonwoven interlining. The waistband shall close with a crush proof hook and eye, which are reinforced with canvas stays. There shall be a bartack behind the eye. The 3-strand Snugtex® waistband curtain finishes 2 1/4" wide 3/4" Ultra BanRol® waistband stiffener is used in the full length of the waistband. The waistband curtain shall be set on with a rocap machine and be closed by stitching below the waistband through the outer fabric and the waistband curtain
BELT LOOPS	There shall be seven (7) belt loops on sizes 38 and smaller, and 8 belt loops on sizes 40 and larger. Each loop is to be 3/4" wide, of double thickness, have canvas interlining and be stitched with a 1/4" gauge twin needle. All loops shall be tacked to the outside

	of the waistband, folded over the tacking, with the bottom of the loop folded under and tacked to the trousers. The side loops shall be placed 3/4" behind the side seams. The loops shall accommodate a 2" wide belt.
ZIPPER & FLY	The trousers shall close with a YKK brass memory lock zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. Both flies have fusible nonwoven interlining. The right fly has a French fly extension and is lined with pocketing fabric, which extends from the top of the waistband to the inseam. A matching button is stitched to the left waistband curtain to fasten the French fly. A straight bartack shall be stitched at the bottom of the fly from the outside of the garment, through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trousers. The zipper and fly topstitching extend to the top of the waistband
INSIDE TRIM	Each front has a 4" wide belly band, made of pocketing fabric. It is sewn to the pocket bag and caught in the fly facing topstitching and the waist seam to provide a smooth front appearance. The crotch lining is made of folded pocketing fabric to provide a double layer and is serge to each front. The right fly lining extension is stitched to the front seat seam allowances and extends to the inseam.
STITCHING	The entire trouser is to be stitched with matching polyester core or 100% polyester spun thread. The thread shall be colorfast and match the fabric. All visible stitching must be 10-11 stitches per inch. All exposed inside seams are to be serge. The seat seam must be stitched with a tandem needle machine. There is a minimum 2 3/4" seat outlet for alterations.
PRESSING & FINISHING	All loose threads shall be removed. Trousers must be pressed on Hothead presses and properly shaped, with the inseams, outseams, and seat seam pressed open. There must be a Texpak clip attached to the waistband of the finished trousers
SIZES	The trousers shall be unhemmed and available in a regular rise length in waist sizes 28 through 60. Odd waist sizes must be available.
TAG & CARE INSTRUCTIONS	Trousers shall be labeled with the following information: manufacturer, style number, size, fiber content, care instructions, RN number and country of origin.

4) TROUSERS- HORACE SMALL TRADITIONAL STYLE (HS 2144) equal or better

FABRIC	100% polyester. Two ply warp and filling, 10.5 fl oz. per linear yard, 2X1 gabardine weave. SolarBan Technology Fabric.
COLOR	Silver Tan
DESIGN	Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets.
POCKETS	The front pocket opening will be a minimum 6 1/2" and be 6" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self-material finishing no less than 1 1/4" wide. The back pockets will have a minimum opening of 5 1/2" and be 6" deep. Sizes 29 and smaller will have a 5" opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bar tack and each back pocket shall be bar tacked with a triangular bar tacking machine.
POCKETING	All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds./lb. The inner waistband shall be composed of a one-piece elastic web. This web shall contain a blend of 42% Nylon / 20% Polyester / 14% Neoprene Rubber (3 strands) / 6% Lycra / 18% Cotton. The elastic web shall be constructed so that the cotton content of the band is in the upper 1-1/8" portion where the pressure of the belt would require the wicking properties of cotton close to the body to maintain comfort. The remainder of the band will be woven with an open mesh construction to promote breathability in the hip area. Additionally, the web will have 35% stretch and be 3" wide. The web will be sewn at the top and at the bottom waistband seams which will reduce its stretch in the upper area to allow for a comfortable fit at the waist when bending or sitting. The upper portion of the web shall have a stiffness of .09 oz. of torque (as specified in FED-STD-191, Method 5202) to prevent waistband rollover. The lower part of the web will be left free to stretch over the hips and give support to the back and abdomen. This lower high-stretch area will have pressure applied to it by the hips, preventing the trouser from slipping down while being worn. Three rows of exposed rubber woven into the center off the web will insure that the shirt remains tucked in for neat appearance.
WAISTBAND	The waistband shall be 2" wide and shall close with a crush-proof hook and eye, the eye being bar tacked for stability. Stretch Ban-Rol III waistband stiffener, 3/4" in width, shall be sewn into the top of the waistband to prevent rollover. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.
INSIDE TRIM	The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A separate French fly made of the outer fabric shall be sewn to the inside right fly.
BELT LOOPS	There shall be a minimum of five (5) belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31-48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be 3/4" wide, of double thickness, and stitched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt.
ZIPPER	The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bar tack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bar tack located below the bottom zipper stop on the inside of the trouser.
SEAMING	The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged.
LABELING	Trousers shall be labeled with the following information: style number, size, fiber content, care instructions, WPL number and country of origin.
FINISHING & PRESSING	All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open.

5) SHIRTS-POLO-short sleeve (5.11 Tactical #71048) equal or better

DESCRIPTION	<ul style="list-style-type: none"> • 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking • Moisture wicking finish • Tough melamine buttons • No roll Collar with flexible collar strays • Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level • Reinforced dual pen pockets • Polo shirts with name & title embroidered on right breast and badge embroidered on left breast
COLOR	to be determine by dept.
SIZE	SM-XXL and Larger

EMBLEM	Hidalgo County CONSTABLE badge embroidered on left side of chest. Name (bottom) & title (top) to be on right side.
6) SHIRTS-PROFESSIONAL POLO-short sleeve (5.11 Tactical #41060) equal or better	
DESCRIPTION	100% Treated cotton to prevent fading, wrinkling,& shrinking, tough melamine buttons, No Roll Collar with flexible collar stays, Reinforced dual pen pockets on left sleeves, Accepts embroidery and silk screening well
SIZES	Small through 3XL
COLOR:	to be determine by dept.
EMBLEM	Hidalgo County CONSTABLE badge embroidered on left side of chest. Name (bottom) & title (top) to be on right side. Bidders are encouraged to attend the pre-bid conference for viewing of samples.
7) SHIRTS- HORACE SMALL long sleeve (zipper front with metal button HS 1150) equal or better	
FABRIC	A VISA fabric from Milliken and Company for fabrics, Style #7430-2093 Dark Navy, 100% polyester, texturized woven. Weight 7.25 oz. per yard. single warp, two ply filling. SolarBan Technology Fabric.
COLOR	to be determine by dept.
METAL BUTTON FEATURE	Shirts are made to accept metal buttons on the epaulets, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 2" turn back.
CREASING	There are two sevn in permanent military creases in front and three in back.
FRONT	Left front has a self-fabric center pleat 1 3/8" wide extending from collar band to bottom of shirt. The center pleat has two rows of stitching 7/8" apart and is interlined with 100% polyester, 250 denier. The right front has a 2" turn back facing that extends from collar band to bottom of shirt. Eyelets and stay tacks are sewn on the right front with buttons sewn centered over each eyelet for metal button feature. There are six front buttons and one collar button.
COLLAR	The collar is banded. The back of the stand measures 1 1/2". The points are 2 7/8" in length and top stitched 3/16" from the edge. The interlinings are 100% polyester, 250 denier. Collar band has crease interlining. Permanent collar stays of proper length are fused or sewn inside collar so that no stitches are made through the bottom leaf. The stand fastens with one button.
YOKE	The back of the yoke is topstitched 1/16".
SLEEVES	Each sleeve has a one piece pointed placket 1/4" wide both top and bottom, with one button and buttonhole centered in the vent opening. Sleeves setting and closing are sewn with an overage and safety stitch. Cuffs close with two buttons and buttonholes, are 2 1/4" wide and have 1/4" topstitching on the edge. A coverstrip is sewn inside the cuff for the metal button feature. Cuffs are interlined.
POCKETS	Two breast pockets finishing 5-3/8" wide and 5 1/4" long with mitered corners. Both pockets have a 1 1/2" box-pleat stitched top and bottom to prevent spreading. Left pocket has a sewn through pencil stall 1-3/8" wide. Woven hook fastener 1/2" wide and 1" long is placed on each pocket to secure woven loop fastener placed on each flap.
FLAPS	Flaps are scalloped, finishing 5 1/2" in width, 2 3/4" in length at the center and 2 1/2" at each side. Flaps are placed with a 1/4" space between the pocket and flap and have one centered buttonhole with button. The left flap has a pencil opening 1-3/8" wide. Woven loop fastener 1/2" wide and 1" long is placed on edges of each flap to secure woven hook fastener placed on pockets. Flaps have crease interlining.
BADGE TAB	Inside sling type of self-goods approximately 1-1/8" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1/4" apart with the lower buttonhole 1/4" above the flap.
EPAULETS	Sewn into sleeve head seam and measure approximately 1-7/8" tapering to 1 1/2" with end pointed. Epaulets are set approximately 1" from the collar seam. They are box-stitched to shoulders with a row of x-stitching 2 1/2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Epaulets have crease interlining. Epaulet points are tacked to shoulder for metal button feature.
SHIRT LABELING	Each garment will be identified by permanent size, style number, cut number, fiber content, manufacturing RN number, care instructions and country of origin labeling.
BUTTONS	20-ligne melamine buttons dyed to match the fabric color.
PACKING	Shirts are polybagged individually.
ZIPPER CLOSURE	Shirts shall have a 14" nylon separating zipper.
8) PANTS-TACTICAL (5.11 Tactical 74003) equal or better	
FABRIC	100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight
POCKETING	80% Polyester 20% Cotton T/C, tightly woven poplin
SIZE	Pants must be available in Regular, Short, Long and X-Large Long. from stock
COLOR	Brown (108)
FEATURES & BENEFITS	Self-adjusting action waist with elastic sides; 7 belt loops and a DORing; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self-fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self-fabric. Bottom hems have openings for draw cords.
POCKETS	<ul style="list-style-type: none"> • Front pocket openings have self-fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the pant and double stitched for heavy duty. • Cargo pockets have large flaps and Velcro closure. • Knife pocket is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone. • Back Pockets are formed of self-fabric. They are extra-large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked.
SEAMS & STITCHING	<ul style="list-style-type: none"> • Seams are durable with 10 stitches per inch and extra heavy 5-thread construction. • Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching
LABELS	The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants.
CLOSURES	Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked.
9) SHIRT- short sleeve-TACTICAL (Propper F5311-50)equal or better	
DESCRIPTION	Made of 4-ounce 65% polyester/ 35% cotton ripstop This is an all-season weight, 65% polyester/35% cotton fabric manufactured

	<p>in a ripstop weave. The fabric is coated with DuPont Teflon to repel stains and liquids</p> <p>Hidden zipper (mock button) front for ease of use</p> <p>Battle Rip® fabric is lightweight and durable</p> <p>DuPont® Teflon® fabric protector repels stains and liquids</p> <p>Gusseted underarms for better range of motion</p> <p>Two zippered chest pockets</p> <p>Hidden collar stays provide a clean, professional look</p>
SIZES	Small through 3XL
COLOR:	to be determine by dept.

10) PATROL JACKETS

FABRIC	<p>Outershell: Travis Mills #7450, 100% Nylon Supplex or equal</p> <p>Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal</p> <p>Color: Brown</p> <p>Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal.</p> <p>100% Nylon taffeta, thread counts 104x86 or equal</p>
DESIGN	The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined
BODY DETAIL	The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2½" shirred waistband with 2½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5¼" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self-goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.
INSIDE DETAIL	On the left side of the coat, there shall be a gun pocket installed on the Removable lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside.
SLEEVES	The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1-7/8 " in width. DEPARTMENT's PATCH MUST BE SEWN ON BOTH SLEEVES.
POCKETS	There shall be two patch pockets with 1½" box pleats, finishing approximately 6½" wide and 7 3/8" deep. Flaps shall be scalloped and self-lined, measuring 6¼ wide and 3-3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5½" on the side. The left patch pocket is to have a 1½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined
COLLAR	The standup collar shall be made using self-material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.
EPAULETS	The epaulets shall be made of self-goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.
SIZES	Jackets must be available small through XXL and larger
BADGE TAB	The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1" wide. The first eyelets is ½" down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2½" above the left flap pocket.
ZIPPER	There shall be an YKK #5, two-way molded nylon zipper in the front and an 11" nylon zipper on each side vent.
BUTTONS & SNAPS	The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.
THREAD	All sewing is to be done with polyester core thread or 100% spun polyester thread.
SIZE TAG & CARE INSTRUCTIONS	Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number.
WARRANTY	Garments shall have a one year warranty against workmanship against workmanship or fabric defects.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders. Emblem are to be included in the price of the jacket

11) JACKET- Gerber outerwear thriller SX 5-in-1 jacket with warrior softshell 71DX3/LSL or equal

- Meets ANSI 107 Class III certification
- 50% nylon, 50% polyester
- Zip out liner can be worn alone
- Includes the Warrior Softshell liner that can be zipped in or worn separately
- Reverses to a duty jacket
- Drop-in 3 panel hood with storm closure
- Hand warmer pockets, box pleat pockets with scalloped flaps, triple bellowed inset cargo pockets
- Small -4XL

12) RAINCOAT

DESCRIPTION	48" Vinyl Raincoat with sealed seams, pass through pockets, non-corrosive snap-front closure; detachable, snap on hood, ventilated back and underarms, and screen printed on the back in Black with Constable in capital letter 4"
SIZE	small to 4XL

13) CAPS

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

Size	Small to XXL)
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14) CAPS-MISC.

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

Description	Felt cowboy hat: Stetson felt
Style:	Roper
Color	Silver Belly
Quality:	quality 4X to 10 X
Brim:	4" brim

D.) Hidalgo County Constable Precinct No. 4

CLASS A UNIFORM

1) SHIRTS- LONG SLEEVE (Elbeco TexTrop2 Zipper Long Sleeve #SH878) equal or better

STYLE	It is the intention of this department to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Shirts will be cut on a form-fitting line, and the shape of the pockets and general style will conform to this sample. Shirts to have permanent sewn-in military stitches.
TAILORING	It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched ¼" from edge. The pockets and flaps shall be single stitched on the edge.
FABRIC	To insure permanent moisture control, superior breathability, soil resistance, easy care, wrinkle resistance, color matching, and color retention, the fabric is to be 9.5 to 10 ounce per linear yard, tropical weave with mechanical stretch, 100% texturized polyester. Fabric is enhanced with Industrial Laundry Friendly NANO-DRY technology by Burlington. Style #618.
COLOR	Silver tan or optional
CREASING	Pockets and pocket flaps to be die creased to give uniform shape and size.
CUSTOMIZATION	Emblems, epaulets, name tab, zipper front, metal buttons on epaulets and pocket flaps
FRONT	The front shall have a center facing 1½" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six vertical buttonholes placed 3/4" from edge and 3½" apart. The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.
COLLAR	The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1½". The leaf shall be made of three pieces; two pieces of self-cloth and one whole lining, which is to be fused to the top collar. The collar stays shall be of good quality Stalar vinyl, 2¼" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal buttonhole. Innerstand and inner yoke to be made of matching 65% Dacron Polyester/35% Cotton, 4.2 ounce per square yard, 106 x 58.
SLEEVES	To be straight and whole. The cuffs are to be 2-7/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff. The sleeve opening shall measure 4-7/8" from top of cuff. The top facing for this opening is to be ¼" wide and the bottom facing to finish about ½" wide. Button is to be placed on sleeve opening with corresponding buttonhole. The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.
ZIPPER	A 14" nylon zipper shall be sewn to the fronts and shall be positioned 1½" below the first front button and shall replace the 2nd, 3rd, 4th, and 5th front buttons, which are to be sewn on the top center. The neck button, 1st front button are to be functional.
BACK	There is to be yoke composed of an outer piece of the same material as the basic shirt, and an inner piece of poplin.
POCKETS	To have two breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1¼" wide. Both pockets to have 1¼" box stitching top and bottom to prevent spreading.
FLAPS	To have two scalloped flaps to finish 5¼" in length, 2¼" in width at center, and 2½" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately ¼" above top of pocket. The left flap to have a pencil opening about 1½" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.
FLAPS CLOSURE	The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.
BADGE TAB:	To be reinforced on inside of the shirt by means of a strip of material 1½" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1¼" apart with the bottom buttonhole 1½" above top of left flap
SHOULDER STRAPS:	The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about ½" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam
PERMANENT CREASES:	Shirt to have permanent military creases. Creases to be stitched in shirt only, not through pockets and flaps. One crease in each front extending from hem to joining seam. Three vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.
INTERLINING:	Flaps to be EZ crease. Top center to be lined with QST interlining. Bands and cuffs to be 3.75 weight durapress
LABELS:	TexTrop woven label to be sewn in yoke, with size label sewn next to it. Care and content label to be sewn in bottom hem.
BUTTON:	All buttons shall be made from high impact melamine and must match fabric.
PRESSING & PACKING:	Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be bulk packed.

2) TROUSERS (flying cross -Fechheimer #38205) equal or better

FABRIC	100% Polyester, 11-11½ oz. per linear yard, weave-serge
SYLE	Trouser shall be manufactured from an up-to-date men's uniform trouser pattern. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection
COLOR	OD Green or optional
LINING MATERIAL	The pocketing and fly lining material shall be 70% Polyester/30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78X48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

WAISTBAND	<p>The waistband shall be constructed using the "closed method" and shall measure a minimum of 1-7/8" wide when finished. The waistband curtain shall finish a minimum 2-1/8" wide and is to be made of the same fabric and color as the pocketing material and shall be attached to the top of the trouser with a zigzag stitch. The waistband curtain must contain Tru-Grip, a 1/2" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)</p> <p>The waistband curtain is composed of a wet laid non-woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The 1/2" rubberized surface area is positioned 1 1/4" up from the bottom of the curtain.</p> <p>The specifications for the rubberized Tru-Grip curtain are as follows:</p> <p>Width: 1-1/8-inch Warp: 300 Denier Texturized Polyester Filling: 300 Denier Texturized Polyester Rubber: 55 Gauge Count: 32-36 yarns per inch Contents: 59% Polyester/41% Rubber</p> <p>The waistband must contain 3/4-inch Ban-Rol to prevent roll over at the trouser front. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with 7/8-inch non-woven stay tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam through the waistband curtain for added strength. The back center seam of the trouser is to be finished to allow for alterations (with ample basic fabric and waistband curtain material to allow trouser size to be increased at least one size). The outlet in the seat is to be in proportion to waist outlet so seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum strength.</p>
BELT LOOPS	There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the trouser all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.
POCKETS	The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 4 1/2" measured from the bottom of the opening. Front pockets to have firm straight bartack at bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facings to be made of the basic trouser fabric and shall be a minimum of 1". Front pocket barrier shall also be made of the basic trouser fabric and to measure a minimum of 2" (measured to the inside edge of pocket lining). The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5 1/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight firm bartacks for reinforcement (use of triangular bartacks shall be cause for rejection). Hip pocket facing to be made of basic trouser fabric and shall be a minimum of 3/4" and the barrier shall also be made of the basic trouser fabric and to be a minimum of 1 1/2". The left hip pocket shall have a centered tab made of basic trouser fabric inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2 1/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish.
FLY:	Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same fabric and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch.
SEAT	Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability.
STRIPPING	Trouser shall be stripped with 1/2 x 3/4 inch Piggy Back Stripping in Tan Gold color
STITCHING, PRESSING & FINISHING	Trouser must be stitched with matching thread. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Trouser must be cleaned and finished to eliminate loose threads.
STOCK SIZES	Trouser must be available from stock in the following sizes: SHORT RISE: 28-40 (EVEN ONLY) REGULAR RISE: 28-56 (EVEN ONLY OVER 38) LONG RISE: 32-42 (EVEN ONLY)
LABELS:	Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL and RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked.

CLASS B UNIFORMS

3) SHIRTS-SHORT SLEEVE (ELBECO TEXTROP2 #SH885) -equal or better

FABRIC	5-5.5 oz., 100% Polyester tropical weave
COLOR	Silver tan or optional.
DESIGN & CONSTRUCTION	Nano moisture-wicking technology, New dual flex underarm mesh vents provided body heat ventilation and increased range of motion, chest pockets with dual access top and side utility compartments with hook and loop closure for easy access and quick storage, Dual comm wire openings in the side seams to keep wires out of the way and invisible, false-button front placket with hidden zipper
CUSTOMIZATION	Emblems, epaulets, name tab, zipper front, metal buttons on epaulets and pocket flaps
SIZE	Men's: Regular Length: S-4XL & Women's: Regular Length: XS-3XL
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt

CLASS-C UNIFORMS

4) POLO SHIRTS – LONG SLEEVE (Blauer Performance Pro Polo Shirt #8144) equal or better

FABRIC	• Shell: 100% Polyester, Mesh: 100% Polyester
FEATURES & BENEFITS	Performance polyester and mesh for quick drying and moisture release. Lightweight, moisture-wicking performance mesh and polyester construction. Anti-odor technology built in. Loose athletic cut for full range of motion. Rib knit cuffs for custom fit and comfort. No-fade fabric resists wrinkles, snagging and pilling. No-curl collar. Pen pocket on sleeve, center mic tab.
COLOR	Silver tan or optional
CUSTOMIZATION:	Reflective "CONSTABLE" heat transferred on back
SIZE	XS - 6XL, Length: Regular or Tall
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4½" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.

5) BDU SHIRTS - LONG SLEEVE (Blauer Tenx BDU Shirt #8731 and #8731W) equal or better

FABRIC	Body: 65% Polyester, 35% Cotton Ripstop; Side Mesh: 92% Nylon, 8 Lycra
FEATURES & BENEFITS	Water resistant, durable water resistant finish repels liquids. Extreme breathability, engineered for maximum body vapor release. Moisture management, absorbs and wicks moisture away from skin for quick drying. Odor protection, prevents growth of odor causing bacteria. UV protection, UPF 30 sun protection blocks damaging UV rays. Soil release, prevents absorption for easy stain removal. Engineered stretch, garment is engineered for maximum stretch and mobility. Athletic fit, modern tailored for designed for mobility and function. Supercharged 65/35 Poly/Cotton Ripstop is specially engineered to prevent fading, picking, pilling and tears. Pleated patch pockets with hidden Napoleon pocket. Center mic tab, convertible sport collar, stitched down low profile epaulets. Zippered front with upper and lower snaps, bi-swing shoulders with stretch mesh for greater mobility. Adjustable hook and loop cuff closure, stretch mesh side, underarm and shoulder panels provide ventilation, flexibility and comfort.
COLOR	Silver Tan or optional
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4½" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.
SIZE:	XS - 8XL; Length: Short, Regular, Tall or X Tall

6) TACTICAL SHIRTS - LONG SLEEVE (5.11 Tactical Fast-Tac Long Sleeve Shirt #SH1868) equal or better

FABRIC	100% Polyester Fast Tac 4.7oz ripstop construction
FEATURES & BENEFITS	Water resistant finish. Front patch pockets with pen guides, pen pocket on the left sleeve. Button down collar points. Double and triple needle stitching, includes badge tab and epaulette kit. Engineered to be highly durable while remaining lightweight and comfortable, the fast-tac long sleeve shirt is the newest innovation from 5.11. With a Fast Tac shirt on your back, you'll stay cool, calm and ready to handle just about anything.
SIZE	XS - 5XL; Length: Regular or Long
COLOR	To be determined by department.
EMBLEMS/PATCHES	Emblems/patches are to be sewn on both shoulders with 4½" emblem 80% embroidery with plastic backing. Emblems/patches are to be included in the price of the shirt.

7) BDU PANTS (Blauer TenX BDU #TRI066 and #TRI253) equal or better

FABRIC	65% Polyester, 35% Cotton Ripstop (6.5 oz/yd)
FEATURES & BENEFITS	Water resistant, durable water resistant finish repels liquids. Extreme breathability, engineered for maximum body vapor release. Moisture management, absorbs and wicks moisture away from skin for quick drying. Odor protection, prevents growth of odor causing bacteria. UV protection, UPF 30 sun protection blocks damaging UV rays. Soil release, prevents absorption for easy stain removal. Athletic fit, modern tailored for designed for mobility and function. TunnelFlex waistband with silicone shirt grip self-adjusts for maximum comfort and agility. Supercharged 65/35 Poly/Cotton Ripstop is specially engineered to prevent fading, picking, pilling and tears. Back hip pockets with angled flap and hook and loop closure. Quick access L-Pockets with reinforced knife slot. Low profile pleated cargo pockets with interior mag pouches and cell phone pocket. Reinforced knees accommodate knee pads. Diamond gusset crotch and articulated knee for maximum mobility and comfort. Bungee included for optional blousing.
SIZE	Waist: 28-60; Length: Customized hemming
COLOR	OD Green or optional
CUSTOMIZATION	Some pants may need to be cut to shorts.

8) TIES

DESCRIPTION	Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt size 3" wide with permanent knot, made of polyester
SIZE	Regular: 17½ long, 19½ or longer
COLOR	OD Green or optional

9) COWBOY HATS (Felt - Stetson Lariat) equal or better

STYLE	Stetson - Lariat
MATERIAL	Felt
COLOR	Silver Belly or optional
CROWN HEIGHT	4¾" or less
SWEAT BAND	Smooth Leather (black or brown)
QUALITY	5X or better
TYPE	Regular, Wide Oval, Long Oval or Extra Long Oval
BRIM	4" to 4¼"
HAT BAND	Matching felt
STOCK SIZES	6½" to 7¾"
MADE	USA

10) COWBOY HATS (Straw - Stetson) equal or better

STYLE	Stetson 67 Body
MATERIAL	Hudson Straw Hat
COLOR	61 Silver Belly or optional
CROWN HEIGHT	4¼"
SWEAT BAND	Smooth Leather (brown)
QUALITY	10X
TYPE	Round and Regular Oval
BRIM	4¼"
CROWN EYELET	All around vent
HAT BAND	Standard Brown or Black Leather (two-toned braided)
STOCK SIZES	6¾" thru 7¾" (Regular, Wide Oval, Long Oval or Extra Long Oval for all sizes in hats)
MADE	USA
PACKAGING	Hats are to be shipped in multi-pack boxes of sufficient strength to withstand transportation by common carrier and to assure safe arrival to the delivery point. All boxes shall be marked with hat size on the exterior.

11) CAPS

MATERIAL	100% Polyester, OTTO Cap
COLOR	Olive Green or optional
SIZE	Small - XXL
CUSTOMIZATION	Embroidered with department emblem/logo or 2" patch sewn, such service is to be included in the price of the cap.

12) JACKETS - PATROL (Blauer Softshell Fleece Jacket #4660) equal or better

SHELL FABRIC	88% Nylon, 12% Spandex. Water resistant DWR coating, wind resistant.
LINING FABRIC	50% Polyester, 44% Nylon, 6% Spandex fleece. Heat factor level II, advanced cold weather protection. Advanced breathability.
FEATURES	Lightweight fleece-lined design provides superior warmth and wind resistance to most fleeces. Water resistance finish repels rain and snow. Zips in as a liner for Blauer System Outerwear Shell Jackets. Drop shoulder design for unrestricted movement, fleece-lined hand warmer pockets with zippers, zippered side openings with snap closures, delrin zipper front extends to top of collar for excellent wind protection, elasticized cuffs and waistband, optional color matched epaulets, microphone tabs and badge tabs.
COLOR	OD Green or optional
EMBLEMS/PATCHES	Emblems/patches are to be sewn on both shoulders with 4½" emblem. Emblems/patches are to be included in the price of the jacket.
SIZE	Sizing: XS - 6XL; Length: Short, Regular or Tall

13) JACKETS - WINDBREAKER (Augusta Sportswear Nylon Jacket #3100) equal or better

SHELL FABRIC	100% Nylon Taffeta
LINING FABRIC	100% Polyester Brushed Tricot
FEATURES	Water-resistant and machine-washable are among the features as well as snap front, raglan sleeves, reinforced slash front pockets, elastic cuffs and an open bottom.
COLOR	Olive Drab Green, Dark Green or optional
CUSTOMIZATION	Screen printed with "CONSTABLE" on each sleeve. Embroidered with department emblem/logo, employee name and title.
SIZE	Small - 3XL

14) RAINCOATS (Neese 48" Hi Vis PVC Raincoat #NI-1870C) equal or better

SHELL FABRIC	35mm PVC on Polyester
FEATURES	Heat sealed seams, low temperature flexibility. Jacket features side entry pockets, storm flap, nonconductive snaps on front and sleeves, ventilated back, detachable hood.
COLOR	Lime Green with screen print black lettering on back or optional
CUSTOMIZATION	3" Reflective lettering in "CONSTABLE"
SIZE	Medium - 4X Large

15) PATCHES- UNIFORMS (Regular)

Shoulder Patch	4½", 100% Custom Embroidered Background
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16) PATCHES - UNIFORMS (Pink)

Shoulder Patch	4½", 100% Custom Embroidered Background
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17) PATCHES - UNIFORMS (K9)

SHOULDER PATCH	4½", 100% Custom Embroidered Background with K9 Lettering
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18) PATCHES - CAPS

PATCH	2", 100% Custom Embroidered Background
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E.) Hidalgo County-SHERIFF'S OFFICE

1) RAINCOATS: (Neese -equal of better)

- Yellow/Gold With Screen Print Black Lettering On Back

- With Detachable Hood
- 3 inch Lettering in either "SHERIFF'S OFFICE" per request
- Sizes: Small to 6X Large
- Slash Through pickets

2) **GLOVES:** (Hatch) Frisk Master Fm 2000 Gloves With Spectra (Equal Or Better)

- Premium Leather shell
- 100% Spectra Knit Liner
- Twice the cut resistance of Kevlar
- Sizes: XS--2XL
- Elastic around glove wrist to hold cuff secure on hand

3) **COVERALLS:** (TYVEK) Personal Protection Coveralls With Attached Hood, And Booties (Equal Or Better)

Color: White and Yellow

Sizes: Small--3XL

Protective barrier against particulates and liquid splashes

Front zipper closure and elastic wrists

A). **POLYPROPYLENE DISPOSABLE COVERALLS, LONG SLEEVE TOPS, PANTS**

Polypropylene lightweight, spun bound 1.25 oz. material weight, Porous, breathable, economical and disposable

- Coveralls with collar and zipper, color and snap closures, color navy blue, sizes:XS-5XL
- Long Sleeve shirts with collar and snap closures, color navy blue, sizes:XS-5XL
- Pants with elastic waist, Color navy blue, Sizes XS-5XL

4) **SCRUBS** (SHERIFF DEPARTMENT)

- Cargo type shirt and pant, male and female sizes x-small to 6 x-large,
- Pants in regular length, and extra-long lengths,
- Top with 3 pocket (1 breast, and 2 kangaroo pockets),
- Bottoms with 5 pockets (2 front side pockets, 1 rear back pocket and 2 cargo thigh pockets),
- Bottoms with elastic waist band and draw string, 65% polyester & 35% cotton
- Colors: available colors

5) **RAIN BOOTS**

- Norcross Servus 18822-9 - 16" Black Economy Knee Boot (equivalent or better)
- Seamless molded construction
- 100% Waterproof
- Anti-Skid outside and heel
- Reinforced construction at critical stress points
- Foot Form contour Inside
- Electrical hazard, non-marking, slip resistant
- Men sizes: 6-13
- Women sizes: 6-11

6) **PANT- BDU (BATTLE DRESS UNIFORMS) STYLE:**

Tan, Dark Brown, Black and Grey (or color closest to the existing uniform) If the color varies distinctly from the existing uniform it will not be considered. This is done to keep the appearance of uniformity.

65 % Polyester 35 % cotton rip stop only

Pants must have:

- Adjustable waist tabs
- Two (2) front pockets
- Two (2) rear pockets
- Two (2) large button down bellows leg pockets
- Reinforced seat and knees
- All seams double stitched
- Drawstring ankle ties

Pants must come in both regular and tall or long . The sizes of BDU'S used are: XS-4XL

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

7) **SHIRT- BDU (Battle Dress Uniform) Style:**

COLOR: to be determine by dept. If the color carries distinctly from existing uniform color in will not be considered. This is done to keep the appearance of uniformity.

65 % Polyester 35 % cotton rip-stop only

SHIRTS MUST HAVE:

SHIRT- OPTION 1

- Two (2) Style Pockets
- Reinforced Elbows
- Adjustable Button Tab Cuffs
- Button Down Front Double Stitched Seams
- XS-6XL

SHIRT OPTION 2

- Four (4) below style pockets
- Reinforced elbows
- Adjustable button tab cuffs

seams Button down front
Double stitched
XS-4XL

SHOULDER PATCH:

Vendor shall supply with patches already attached to both sleeves. The standard department patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. Tan BDU shirt have the oval gold/brown patch on both sides of the upper arm area. Black BDU Shirt have the oval silver/black patch on both sides of the upper arm area. Silver/grey BDU shirt have the oval silver/black patch on both sides of the upper arm area. Chocolate brown BDU shirt have the oval gold/brown patch on both sides of the upper arm area. Purchased shirts must come with the patches attached. This cost must not be an additional charge.

BADGE PATCH:

A circular design that uses the same badge design as on shoulder patch. Tan BDU shirts have the round gold/brown patch in front chest area. Black BDU shirts have the round silver/black patch in front chest area. Silver/Grey BDU shirts have the round silver/black patch in front chest area. Chocolate Brown BDU shirts have the round gold/brown patch in front chest area. The chest patch must be sewn onto the shirt. SILK SCREEN IMAGES **WILL NOT BE ACCEPTED.**

Shirts must come in both regular and long cuts. BDUs sizes: XS-6XL.

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

8) INVESTIGATOR RAID JACKETS/WINDBREAKER

Brown/Black Nylon coach's jacket with white light lining
Outer shell 100% nylon taffeta
Fully lined with polyester brushed tricot
Snap front
Drawstring bottom
Elastic Cuffs
Heat transfer
Sizes: SM- 6XL

Screen-printed with yellow and/or white ink /embroidering of badge or upon request reflective (**tackle twill**) material. Printing and jacket must match exactly what we currently have

SCREEN PRINT OPTION 1

Hidalgo County Sheriff's Office **badge logo** on **left breast** side or upon request embroidered and on the right breasts the embroidering of the department, agency or bureau. "POLICE" and/or "SHERIFF" across the **front** of (horizontal) jacket in 4" letters and below Hidalgo County Sheriff's Office in 1" letters. "POLICE" and/or "SHERIFF" on both **sleeves** (vertical) in 2" letters

Printing on **back** of jacket must be centered

BACK: SHERIFF'S.....4" letters
OFFICE.....1" letters
POLICE.....4" letters

SCREEN PRINT OPTION 2

Front and sleeves exactly the same as option 1

BACK: SHERIFF'S.....4" letters
NARCOTIC UNIT1" letters
POLICE.....4" letters

Must include following listed units and any other unit that is developed;

GANG UNIT.....4" letters
LINEBACKER UNIT.....4" letters
PUBLIC INTEGRITY.....4" letters

9) SAFETY VESTS, BREAK-AWAY HIGH VISIBILITY

Traffic vest must meet ANSI (American National Standards Institute) / ISEA (International Safety Equipment Association) 107 compliance class 2 or better.

COLOR:

Fluorescent Yellow

SHELL FABRIC:

3.7 oz. per square yard, 100% Polyester heavy denier tricot mesh. (Color: see specified garment color).

TRIM:

- Binding: 100% nylon plain weave taffeta (Color: black), 100% polyester plain weave taffeta (Color: fluorescent yellow)
- Hook and loop: woven nylon base (Color: fluorescent yellow).
- Eyelets: aluminum, black enamel finish.
- Ribbon: 2.5-inches grosgrain. (Color: black)
- Reflective trim: 2.0 inch wide, 3M Scotchlite silver reflective fabric.

DESIGN AND CONSTRUCTION:

- Full Cut Vest.
- high contrast Scotchlite striping.
- Pen/penlight openings.
- Microphone tabs on each shoulder.
- Fully Adjustable waist.
- "Break Away" shoulder and side access.

CUSTOMIZATION:

- Sheriff lettering in Scotchlite on front and back vest.
- Badge tab.

STANDARD SIZE RANGE:

Unisex sizing:

- Regular: SM – M
- L-XL
- 2XL-6XL

MEASUREMENTS:

Regular Length Size: L – XL

- Center Front: 21.625
- Center Back: 28.5
- Across Chest: 18.5
- Across Back: 19.5

10) TACTICAL OUTERSHELL POINT BLANK R 20 D (equal or better)

Carrier is designed to be worn externally to other clothing and shall not only provide a means of wearing armor but also provide a load carrying capabilities. The exterior of the garment shall provide removable identity both front and back. Identity shall be three (3) inches high and read "POLICE/SHERIFF" lettering. The front of the carrier shall provide five pockets to carry equipment such as, but not limited to, mini flash lights, side arm magazines, handcuffs and communication equipment. Two web shoulder straps, one on each shoulder shall provide a location to attach communication equipment or badges. The interior shall provide a means of ballistic panels within the carrier. A cummerbund shall be adjustable and close at the front. Side closure shall be accomplished with a combination elastic and Velcro system.

Rear (Back) lettering panel combination of lettering must be 3 to 5" lettering in two rows.

OPTIONS

Yellow/White "Police" Identity
Yellow/White "Sheriff" Identity
Or any other combination wording

SIZES

SM- 6XL

Note: Vest must meet all requirements of NIJ Standard 0104.04.

MATERIAL

- Hook and pile fastener tapes shall conform to the requirements of the Velcro manufacture, style H88 and I1000 (equal or better).
- The outer shell material shall be 420 denier nylon with a water repellant urethane coating.
- The elastic for the side closures straps shall be approximately eight (8) inches wide and of good commercial quality.

COLOR

Color shall be navy, black, camouflage and or dark green.

11) TIES

Polyester 3" clip-on Tie

COLOR: Brown 5

SIZES:

3.0"x18" – Men's Regular

3.0"x 20" – Men's Long

For 22" Length 3.5" Clip-on Tie

- Pre-tied clip-on tie
- 100% Polyester – tropical weave
- Black metal clip
- Packed 6 ties per bag

12) EMBLEM/PATCH CUSTOMIZATION

EMBLEM/PATCH CUSTOMIZATION:

Upon any emblem/patch customization to include size, shape, color and application change, vendor must be able to provide different digital variations to all county wide agencies. Vendor will provide a digital sample for pre-approval. Vendor will provide pricing per emblem/patch on bulk ranging from 0 to 100, 101 to 200 and 201 to 300. A sample patch/emblem is provided before order is processed for color and customization verification. Pricing will also be considered with various applications of Velcro which will be sewn onto the patch/emblem upon request.

13) DRESS BUTTONS:

Dress buttons for uniform shirts: Waterbury button sizes 24 and 36 to include washer, fastener or clip, equal to and/or better:

- > Premium Gold plated shirt button with washer, fastener or clip, front design STAR with the word TEXAS around star
- > Nickel plated shirt button with washer, fastener or clip, front design STAR with the word TEXAS around star
- > Premium Gold plated shirt button with washer, fastener or clip, front design Old English style letter S with a wreath around the border
- > Nickel plated shirt button with washer, fastener or clip, front design Old English style letter S with a wreath around the border
- > Purchase price in bulk from 0 to 100, 101 to 200 and 201 to 300 in any combination listed above.



APPENDIX B

BID PAGE

APPENDIX "B"
BID PAGE
HIDALGO COUNTY
"Purchase of Uniforms and Accessories"
BID NO: 2021-149-09-29-TDL

NIGP COMMODITY CODES
 200-85 UNIFORMS, Blended Fabric, 200-86 uniforms, cotton,
 200-87-UNIFORMS, synthetic fabric,
 200-88 UNIFORMS, WOOL & WOOLEN BLENDS
 200-92-WORK CLOTHES,
 201-37-EMBLEMS, BRAIDS, BUTTONS, & PATCHES (for caps and uniforms)(including chevrons, epaulets & shoulder boards)

The bid price should include the patches/embroidery attached to uniforms/clothing and any other additional cost.

Bidder must thoroughly fill in each section of the Bid Page. If not applicable fill in with N/A and/or No Bid, INCOMPLETE submittals will be considered a probable cause for disqualification.

A.) CONSTABLE PCT. NO. 1					
	Description of Items or (Equivalent)	Manufacturer	Style No.	Price	
				Female	Male
1.	SHIRTS – ArmorSkins (BLAUER 8370-45)			Female	\$
				Male	\$
2.	SHIRTS-Short sleeve (Blauer 8372-45)			Female	\$
				Male	\$
3.	SHIRTS- long sleeve (Blauer 8371-45)			Female	\$
				Male	\$
4.	SHIRTS (Taclite Pro SS 71175, 71175T)			Female	\$
				Male	\$
5.	SHIRTS (5.11 Tactical Performance Polo 71049)			Female	\$
				Male	\$
6.	PANTS (Blauer 8650-04)			Female	\$
				Male	\$
7.	PANTS (5.11Tactical Pro 74273)			Female	\$
				Male	\$
8.	JACKETS			\$	
9.	RAINCOATS (Law Pro RW217)			\$	
10.	PATCHES			\$	
B.) CONSTABLE PCT. NO. 2					
1.	SHIRTS-short sleeve (Blauer Polyester Super (8675)			Female	\$
				Male	\$
2.	SHIRTS long sleeve (Blauer Polyester Super (8670)			Female	\$
				Male	\$
3.	SHIRTS short sleeve (Blauer- 8372)			Female	\$
				Male	\$
4.	SHIRTS-long sleeve (Blauer Polyester -(8371)			Female	\$
				Male	\$
5.	SHIRTS BASE (Blauer 8370-45)			Female	\$
				Male	\$
6.	SHIRTS (5.11 Tactical -Performance Polo -71049)			Female	\$
				Male	\$
7.	PANTS (Horace small sentry (HS 2147/HS 2479)			Female	\$
				Male	\$
8.	PANTS- (TACTICAL (5.11 Tactical-Taclite Pro (74273)			Female	\$
				Male	\$

9.	PANTS-WOMEN'S 5.11 Tactical-Taclite Pro (64360)			\$	
10.	PANTS (5.11 Ripstop TDU 74003)			Female	\$
				Male	\$
11.	JACKETS			\$	
12.	RAINCOATS (SPIEWAK S309V)			\$	
13.	SAFETY VEST (Blauer 339)			\$	
14.	PATCHES			\$	
15.	FELT COWBOY HATS			\$	
16.	BOOTS- (Double H black Trooper Work Boot 4620)				

C.) CONSTABLE PCT. NO. 3

1.	SHIRTS SHORT SLEEVE HORACE SMALL (Zipper Front HS1245)			Female	\$
				Male	\$
2.	SHIRTS LONG SLEEVE HORACE SMALL (HS1145)			Female	\$
				Male	\$
3.	TROUSERS- POLYESTER TWILL (style X13506NS)			Female	\$
				Male	\$
4.	TROUSERS- Horace Small TRADITIONAL STYLE (HS2144)			Female	\$
				Male	\$
5.	SHIRTS POLO SHORT SLEEVE (5.11 Tactical 71048)			Female	\$
				Male	\$
6.	SHIRTS PROFESSIONAL POLO SHORT SLEEVE (5.11 Tactical #41060)			Female	\$
				Male	\$
7.	SHIRTS HORACE SMALL LONG SLEEVE(zipper front w/metal button HS 1150)			Female	\$
				Male	\$
8.	PANTS TACTICAL (5.11 Tactical 74003)			Female	\$
				Male	\$
9.	SHIRTS SHORT SLEEVE TACTICAL (Propper F5311-50)			Female	\$
				Male	\$
10.	PATROL JACKETS			\$	
11.	JACKET GERBER OUTERWEAR 71DX3			\$	
12.	RAINCOAT			\$	
13.	CAPS-(combat)			\$	
14.	CAPS-miscellaneous (mesh)			\$	
15.	FELT COWBOY HAT (STETSON FELT-Style-Roper)			\$	

D.) CONSTABLE PCT. NO. 4

1.	SHIRTS LONG SLEEVE (Elbeco Textrop2 #SH878 with Zipper)			Female	\$
				Male	\$
2.	TROUSERS (Flying cross by Fechheimer 38205)			Female	\$
				Male	\$
3.	SHIRTS Short Sleeve (Elbeco Textrop2 #SH885)			Female	\$
				Male	\$
4.	POLO SHIRTS (Long Sleeve-Blauer Performance Pro Polo Shirt #8144)			Female	\$
				Male	\$
5.	BDU SHIRTS			Female	\$

	(Blauer Tenx BDU Shirt #8731W)			Male	\$
6.	TACTICAL SHIRTS (Long Sleeve 5.11 Tactical FastTac Long Sleeve #SH1868)			Female	\$
				Male	\$
7.	BDU PANTS (Blauer TENX B.DU #TR1066 and #TR1253)			Female	\$
				Male	\$
8.	TIES			\$	
9.	COWBOY HATS (STETSON FELT-LARIAT)			\$	
10.	COWBOY HATS (STRAW-STETSON)			\$	
11.	CAPS				
12.	JACKETS - PATROL (Blauer Softshell Fleece Jacket #4660)			\$	
13.	JACKETS - WINDBREAKER (Augusta Sportswear Nylon Jacket #3100)				
14.	RAINCOATS (Neese 48" Hi Vis PVC Raincoat #NI-1870C)			\$	
15.	PATCHES- UNIFORMS (Regular)				
16.	PATCHES - UNIFORMS (Pink)				
17.	PATCHES - UNIFORMS (K9)			\$	
18.	PATCHES - CAPS			\$	
E.) SHERIFF'S OFFICE					
1.	RAINCOATS (NEESE)			\$	
2.	GLOVES -(Hatch)Frisk Master Fm 2000			\$	
3.	COVERALLS -Personal Protection(TYVEK) COVERALLS -Polypropylene Disposable Suit, Long Sleeve Shirt & Pants			\$	
				coveralls	\$
				Shirt -Long Sleeve	\$
				Pants	\$
4.	SCRUBS (cargo)			Female Shirt	\$
				Female Pants	\$
				Male Shirt	\$
				Male Pants	\$
5.	RAINBOOTS (Norcross Servus 18822-9)			Female Boots	\$
				Male Boots	\$
6.	PANTS BDU's (Battle Dress Uniforms)			Female	\$
				Male	\$
7.	SHIRTS —BDU's (Battle Dress Uniforms) <u>Option 1:</u> TWO (2) STYLE POCKETS <u>Option 2:</u> FOUR (4) BELOW STYLE POCKETS			OPT 1 -Female	\$
				OPT 1 -Male	\$
				OPT 2 -Female	\$
				OPT 2 -Male	\$
8.	INVESTIGATOR RAID JACKETS/WINDBREAKER			Option 1	\$
				Option 2	\$
9.	SAFETY VESTS Break-Away High Visibility			\$	
10.	TACTICAL OUTERSHELL (Point Blank R20D)			\$	
11.	TIES			\$	
12.	EMBLEM/PATCH CUSTOMIZATION			1-100	\$
				101-200	\$
				201-300	\$

13.	DRESS BUTTONS FOR UNIFORMS	Premium Gold-STAR W/TEXAS			0-100	\$
					101-200	\$
					201-300	\$
		Nickel Plated-STAR W/TEXAS			0-100	\$
					101-200	\$
					201-300	\$
		Premium Gold-OLD ENGLISH			0-100	\$
					101-200	\$
					201-300	\$
		Nickel Plated- OLD ENGLISH			0-100	\$
					101-200	\$
					201-300	\$

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.

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NUMBER:

FAX NUMBER:

CELL NUMBER:

CONTACT PERSON:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

DATE:



APPENDIX C

INSURANCE REQUIREMENTS

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

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
 2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
 3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;
 4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.
- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
 - *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

- a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

- d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- e. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- f. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- m. Bidder shall make any other insurance documentation available to County upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (Inc. No. Ext.):	FAX (AG. No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDITIONAL INSR. WVR	POLICY NUMBER	POLICY EFF. (MMDDYYYY)	POLICY EXPI. (MMDDYYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAWNIE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP. OP. AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER					\$
	POLICY PRO-JECT LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRE AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	OCCUR					\$
	CLAIMS-MADE					\$
	DED. RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)					EL. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					EL. DISEASE - EA EMPLOYEE \$
						EL. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S. HIGHWAY BUS. 281 EDINBURG, TEXAS 78538	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____
Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of certificate of insurance.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

Authorized Signature

Date

Company

Address

City, State, Zip



Appendix D

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



Appendix E

VENDOR ENROLLMENT SOLUTION and HUB DECLARATION

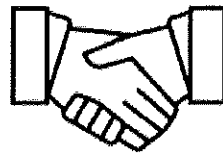
VENDOR ENROLLMENT SOLUTION

The Vendor Registration Form has been automated and will only be accepted through online submission. The Vendor Registration Form can be found on the Hidalgo County website: <https://www.hidalgocounty.us>, Home > Departments > Purchasing > Potential Vendors, or by using the link: <https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>.



ConsiderMe

A Vendor Enrollment Solution



Register ➡ Get Listed ➡ Be Considered

Upon submission, you will receive an automatic confirmation email response advising your form has been successfully submitted. All submissions are reviewed by the Purchasing Department in the order they are received. Upon review and verification, approved vendors will be placed on our Potential Vendors List. Any incomplete submissions will be rejected and returned to the vendor to correct.

If you have any questions regarding the Vendor Registration Form please call the Purchasing Department at (956) 318-2626 or email us at vendor.application@co.hidalgo.tx.us.

For new Vendors:

As part of your procurement packet response, a copy of the confirmation email received is required.

For Current Vendors:

If your Company is a current active Vendor doing business with Hidalgo County, please submit this page and provide your Vendor Number below:

Vendor No.: _____

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____



Appendix F

CERTIFICATION REGARDING DEBARMENT

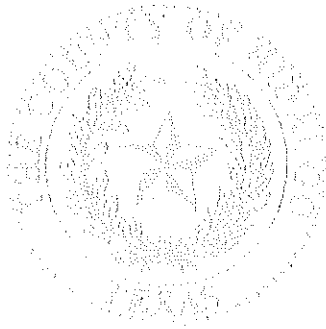
**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



Appendix G

TITLE VI APPENDICES "A"-"E"

APPENDIX A
THE TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:
 - a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), and the policies and procedures prescribed by the (Federal Highway Administration) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and] * (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER
THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b)”

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).



Appendix H

**REQUIRED CONTRACT CLAUSES FOR
CONTRACTS UNDER FEDERAL AWARD**

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the Hidalgo County Drainage District No. 1 ("District") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the District for any contract resulting from this procurement process.

1. Remedies.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. Termination for Cause and Convenience.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

- c. Statement, Termination. District may terminate this Agreement for any reason upon ten (10) days written notice to the other party. District may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the District any and all Work Materials prepared for the District prior to the effective date of such termination, all of which shall become District's sole property. After receipt of the Work Materials, District will pay Contractor for the services which the District determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the District's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, District shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon District shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to District for all costs incurred by District in completing or procuring the completion of performance in excess of the contract price herein specified. The District's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. Equal Employment Opportunity.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- c. Key Definitions:
 - (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing

utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

- d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**
- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. **Contract Work Hours and Safety Standards Act.**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

- c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. **Rights to Inventions Made Under a Contract or Agreement.**

- a. **Applicability: Stafford Act Disaster Grants.** This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”
- b. **Standard.** If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. **Key Definition:** The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act.**

- a. **Applicability and Standard:** Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. **Statement:** Included in contracts as provided in section “7a” above.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the District will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. **Statement.** The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. **Byrd Anti-Lobbying Amendment.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- c. **Statement.** The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, _____
certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .”

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes.**

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all,

changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the District or required to complete the contract. The cost for any changes to the contract price, whether requested by the District or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

12. **Access to Records.**

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the District, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

13. **DHS Seal, Logo, and Flags.**

- a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

- b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre- approval.”

14. **Compliance with Federal Law, Regulations, and Executive Orders.**

- a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

- b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

15. **No Obligation by Federal Government.**

- a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

16. **Program Fraud and False or Fraudulent Statements or Related Acts.**

- a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor’s Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____



Appendix J

RESPONDENT'S AFFIDAVIT

**EXHIBIT J
RESPONDENT'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND
ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____, 20_____



Appendix K

DRAFT AGREEMENT

3. **Term.** This Contract shall be for a period of **two (2) years, commencing on _____, 2021 and expiring on _____, 2023** and may be extended at the sole discretion of the County for an **additional two (2) one (1) year terms** 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 under the same rates, terms and conditions.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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

6. **Consideration.** 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, in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

7. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company

authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request..

8. INDEMNIFICATION. 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. This provision shall survive the termination of this contract.

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

10. Independent Contractor. 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.

11. Notice. 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
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: _____

12. 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. 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.

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

14. **Successors.** 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.

15. **Governing Law.** 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. The Company hereby consent to personal jurisdiction in Hidalgo County, Texas.

16. **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. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's 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 a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

17. **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.

18. **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

19. **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

20. **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.

21. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

22. **Nondiscrimination.** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes..

23. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

24. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

WITNESS our hands in duplicate originals this ____ day of _____, 2021.

APPROVED BY COMMISSIONER'S COURT ON: _____, 2021.

COUNTY OF HIDALGO

By: _____
Hon. Richard F. Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Amanda D. Austin, Assistant District Attorney

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

DRAFT

EXHIBIT "B"

BID PRICE

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT



Appendix L

DEFICIENCIES and DEVIATIONS FORM



Appendix N

SHIPPING LABEL

SHIPPING LABEL

Below is a depiction sample of how the response in an appropriate sized box or envelope should be submitted. Using this shipping label is optional, but preferred; however, the information below must be included on the outside of the appropriate sized box or envelope. Please cut out along the dotted line below, and affix to the outside of your response package on the lower right hand size.

COMPANY NAME
COMPANY ADDRESS
CITY, STATE ZIP



HIDALGO COUNTY

Purchase of Uniforms & Accessories

RFB No. 21-149-09-29-TDL

OPENING DATE: Wednesday, October 13, 2021

OPENING TIME: 9:30 AM

TO: Martha L. Salazar, CPPB

ATTN: Tanya De Lira

Hidalgo County Administration Building
Purchasing Department
2802 S. BUS. HWY 281
Edinburg, TX 78539

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided in Vendor Instructions within this section of this solicitation:

- _____ **Submission Cover Sheet** - Must include the following:
 - Company Name, Company Address, Company Phone Number
 - Project Name: Sealed Submission for Purchase of Uniforms and Accessories
 - Procurement Number: RFB No. 21-149-09-29-TDL
 - Opening Date: Wednesday, August 13, 2021
 - Opening Time: 9:30am
- _____ • **Legal Notice Acknowledgement**
- _____ • **Appendix “B” – Bid Page**
 - Uniform Samples
 - No Bid Form
- _____ • **Appendix “C” – Insurance Requirements**
 - Proof of Insurance
 - Insurance Requirement Acknowledgement
 - Project Requirements Acknowledgement
- _____ • **Appendix “D” – Conflict of Interest Questionnaire**
 - CIQ Form – Copy of County Clerk File with fee receipt (when applicable)
- _____ • **Appendix “E” – Enrollment Solution and HUB Declaration**
- _____ • **Appendix “F” – Certification Regarding Debarment**
 - Signed Certification
 - SAM.gov Registration Acknowledgement
- _____ • **Appendix “H” – Contracts Under Federal Award 2 – CFR 200**
 - Byrd Anti-Lobbying Contract Clause
 - 2 CFR 200 Certification
- _____ • **Appendix “J” – Respondent’s Affidavit**
- _____ • **Addenda (when applicable; see Addenda under Legal Notice)**

EXHIBIT "B"
BID PRICE

APPENDIX "B"
BID PAGE
HIDALGO COUNTY
"Purchase of Uniforms and Accessories"

BID NO: 2021-149-09-29-TDL
 NIGP COMMODITY CODES
 200-85 UNIFORMS, Blended Fabric, 200-86 uniforms, cotton,
 200-87-UNIFORMS, synthetic fabric,
 200-88 UNIFORMS, WOOL & WOOLEN BLENDS
 200-92-WORK CLOTHES,
 201-37-EMBLEMS, BRAIDS, BUTTONS, & PATCHES (for caps and uniforms)(including chevrons, epaulets & shoulder boards)

The bid price should include the patches/embroidery attached to uniforms/clothing and any other additional cost.

Bidder must thoroughly fill in each section of the Bid Page. If not applicable fill in with N/A and/or No Bid, INCOMPLETE submittals will be considered a probable cause for disqualification.

A.) CONSTABLE PCT. NO. 1					
1.	Description of Items or (Equivalent)	Manufacturer	Style No.	Price	
				Female	Male
	SHIRTS – ArmorSkins (BLAUER 8370-45)	Blauer	8370-XP	Female	\$ 103.00
				Male	\$ 103.00
	SHIRTS-Short sleeve (Blauer 8372-45)	Blauer	8372-45	Female	\$ 45.00
				Male	\$ 45.00
	SHIRTS- long sleeve (Blauer 8371-45)	Blauer	8371-45	Female	\$ 49.00
				Male	\$ 49.00
	SHIRTS (Taclite Pro SS 71175, 71175T)	5.11 Inc.	71175	Female	\$ 41.00
				Male	\$ 41.00
	SHIRTS (5.11 Tactical Performance Polo 71049)	5.11 Inc.	71049	Female	\$44.00
				Male	\$44.00
	PANTS (Blauer 8650-04)	Blauer	8650-04	Female	\$ 55.00
				Male	\$55.00
	PANTS (5.11Tactical Pro 74273)	5.11 Inc.	74273	Female	\$ 40.00
				Male	\$ 40.00
	JACKETS	No Bid	No Bid	\$ N/A	
	RAINCOATS (Law Pro RW217)	Law Pro	RW217	\$ 33.00	
	PATCHES			\$ 0.00	
B.) CONSTABLE PCT. NO. 2					
	SHIRTS-short sleeve (Blauer Polyester Super (8675)	Blauer	8675	Female	\$ 72.00
				Male	\$ 72.00
	SHIRTS long sleeve (Blauer Polyester Super (8670)	Blauer	8670	Female	\$ 78.00
				Male	\$ 78.00
	SHIRTS short sleeve (Blauer- 8372)	Blauer	8372	Female	\$ 45.00
				Male	\$ 45.00
	SHIRTS-long sleeve (Blauer Polyester -(8371)	Blauer	8371	Female	\$ 49.00
				Male	\$ 49.00
	SHIRTS BASE (Blauer 8370-45)	Blauer	8370-45	Female	\$ 108.00
				Male	\$ 108.00
	SHIRTS (5.11 Tactical -Performance Polo -71049)	5.11 Inc.	71049	Female	\$ 42.00
				Male	\$ 42.00
	PANTS (Horace small sentry (HS 2147/HS 2479)	Horace Small	HS2147/ HS2479	Female	\$ 46.00
				Male	\$ 46.00
	PANTS- (TACTICAL (5.11 Tactical-Taclite Pro (74273)	5.11 Inc.	74273	Female	\$ 40.00
				Male	\$ 46.00

9.	PANTS-WOMEN'S 5.11 Tactical-Taclite Pro (64360)	5.11 Inc.	64360	\$ 40.00	
10.	PANTS (5.11 Ripstop TDU 74003)	5.11 Inc.	74003	Female	\$ 39.00
				Male	\$ 39.00
11.	JACKETS	No Bid	No Bid	\$ N/A	
12.	RAINCOATS (SPIEWAK S309V)	Spiewak	S309V	\$ 119.00	
13.	SAFETY VEST (Blauer 339)	Blauer	339	\$ 37.00	
14.	PATCHES			\$ 0.00	
15.	FELT COWBOY HATS	No Bid	No Bid	\$ N/A	
16.	BOOTS- (Double H black Trooper Work Boot 4620)	No Bid	No Bid	\$ N/A	

C.) CONSTABLE PCT. NO. 3

1.	SHIRTS SHORT SLEEVE HORACE SMALL (Zipper Front HS1245)	Horace Small	HS1245	Female	\$ 55.00
				Male	\$ 55.00
2.	SHIRTS LONG SLEEVE HORACE SMALL (HS1145)	Horace Small	HS1145	Female	\$ 59.00
				Male	\$ 59.00
3.	TROUSERS- POLYESTER TWILL (style X13506NS)	Horace Small	X13506NS	Female	\$ 49.23
				Male	\$ 49.23
4.	TROUSERS- Horace Small TRADITIONAL STYLE (HS2144)	No Bid	No Bid	Female	\$ N/A
				Male	\$ N/A
5.	SHIRTS POLO SHORT SLEEVE (5.11 Tactical 71048)	No Bid	No Bid	Female	\$ N/A
				Male	\$ N/A
6.	SHIRTS PROFESSIONAL POLO SHORT SLEEVE (5.11 Tactical #41060)	5.11 Inc.	41060	Female	\$ 55.00
				Male	\$ 55.00
7.	SHIRTS HORACE SMALL LONG SLEEVE(zipper front w/metal button HS 1150)	Horace Small	HS 1150	Female	\$ 59.00
				Male	\$ 59.00
8.	PANTS TACTICAL (5.11 Tactical 74003)	5.11	74003	Female	\$ 39.00
				Male	\$ 39.00
9.	SHIRTS SHORT SLEEVE TACTICAL (Propper F5311-50)	Propper	F5311-50	Female	\$ 32.00
				Male	\$ 32.00
10.	PATROL JACKETS	No Bid	No Bid	\$ N/A	
11.	JACKET GERBER OUTERWEAR 71DX3	Gerber	71DX3	\$ 148.00	
12.	RAINCOAT	No Bid	No Bid	\$ N/A	
13.	CAPS-(combat)	No Bid	No Bid	\$ N/A	
14.	CAPS-miscellaneous (mesh)	No Bid	No Bid	\$ N/A	
15.	FELT COWBOY HAT (STETSON FELT-Style-Roper)	No Bid	No Bid	\$ N/A	

D.) CONSTABLE PCT. NO. 4

1.	SHIRTS LONG SLEEVE (Elbeco Textrop2 #SH878 with Zipper)	Elbeco	SH878	Female	\$ 61.00
				Male	\$ 61.00
2.	TROUSERS (Flying cross by Fechheimer 38205)	Fech.	38205	Female	\$ 55.00
				Male	\$ 55.00
3.	SHIRTS Short Sleeve (Elbeco Textrop2 #SH885)	Elbeco	X33313	Female	\$ 62.00
				Male	\$ 62.00
4.	POLO SHIRTS (Long Sleeve-Blauer Performance Pro Polo Shirt #8144)	Blauer	8144	Female	\$ 55.00
				Male	\$ 55.00
5.	BDU SHIRTS	Blauer	8731	Female	\$ 55.00

	(Blauer Tenx BDU Shirt #8731W)			Male	\$55.00
6.	TACTICAL SHIRTS (Long Sleeve 5.11 Tactical FastTac Long Sleeve #SH1868)	5.11 Inc.	SH1868	Female	\$47.00
				Male	\$47.00
7.	BDU PANTS (Blauer TENX B.DU #TR1066 and #TR1253)	Blauer	TR1066 & TR1253	Female	\$49.00
				Male	\$49.00
8.	TIES	No Bid	No Bid	\$ N/A	
9.	COWBOY HATS (STETSON FELT-LARIAT)	No Bid	No Bid	\$ N/A	
10.	COWBOY HATS (STRAW-STETSON)	No Bid	No Bid	\$ N/A	
11.	CAPS	No Bid	No Bid	\$ N/A	
12.	JACKETS - PATROL (Blauer Softshell Fleece Jacket #4660)	Blauer	4660	\$ 110.00	
13.	JACKETS - WINDBREAKER (Augusta Sportswear Nylon Jacket #3100)	No Bid	No Bid	\$ N/A	
14.	RAINCOATS (Neese 48" Hi Vis PVC Raincoat #NI-1870C)	Neese	NI-1870C	\$ 20.00	
15.	PATCHES- UNIFORMS (Regular)			\$0.00	
16.	PATCHES - UNIFORMS (Pink)			\$0.00	
17.	PATCHES - UNIFORMS (K9)			\$0.00	
18.	PATCHES - CAPS			\$0.00	

E.) SHERIFF'S OFFICE

1.	RAINCOATS (NEESE)	No Bid	No Bid	\$ N/A	
2.	GLOVES -(Hatch)Frisk Master Fm 2000	Hatch	FM 2000	\$ 45.00	
3.	COVERALLS -Personal Protection(TYVEK) COVERALLS -Polypropylene Disposable Suit, Long Sleeve Shirt & Pants	No Bid	No Bid	\$ N/A	
				coveralls	\$ N/A
				Shirt -Long Sleeve	\$ N/A
				Pants	\$ N/A
4.	SCRUBS (cargo)	No Bid	No Bid	Female Shirt	\$ N/A
				Female Pants	\$ N/A
				Male Shirt	\$ N/A
				Male Pants	\$ N/A
5.	RAINBOOTS (Norcross Servus 18822-9)	No Bid	No Bid	Female Boots	\$ N/A
				Male Boots	\$ N/A
6.	PANTS BDU's (Battle Dress Uniforms)	Propper	F520138405	Female	\$27.50
				Male	\$27.50
7.	SHIRTS —BDU's (Battle Dress Uniforms) Option 1: TWO (2) STYLE POCKETS Option 2: FOUR (4) BELOW STYLE POCKETS	Propper	F54238001 / F54543800	OPT 1 -Female	\$ 37.00
				OPT 1 -Male	\$37.00
				OPT 2 -Female	\$37.00
				OPT 2 -Male	\$ 37.00
8.	INVESTIGATOR RAID JACKETS/WINDBREAKER	No Bid	No Bid	Option 1	\$ N/A
				Option 2	\$ N/A
9.	SAFETY VESTS Break-Away High Visibility	Premier	PV3339	\$31.00	
10.	TACTICAL OUTERSHELL (Point Blank R20D)	Point Blank	R 20 D	\$170.00	
11.	TIES	Samuel Broome	5.00	\$ 5.00	
12.	EMBLEM/PATCH CUSTOMIZATION			1-100	\$ N/A
				101-200	\$1.70
				201-300	\$ 1.50

13.	DRESS BUTTONS FOR UNIFORMS	Premium Gold-STAR W/TEXAS			0-100	\$ 1.50
					101-200	\$ 1.25
					201-300	\$ 1.00
		Nickel Plated-STAR W/TEXAS			0-100	\$ 1.50
					101-200	\$ 1.25
					201-300	\$ 1.00
		Premium Gold-OLD ENGLISH			0-100	\$ 1.50
					101-200	\$ 1.25
					201-300	\$ 1.00
		Nickel Plated- OLD ENGLISH			0-100	\$ 1.50
					101-200	\$ 1.25
					201-300	\$ 1.00

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.

COMPANY NAME: Galls, LLC

ADDRESS: 1340 Russell Cave Rd

CITY/STATE/ZIP: Lexington, KY 40505

PHONE NUMBER: 859-800-1401

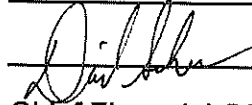
FAX NUMBER: 877-914-2557

CELL NUMBER: N/A

CONTACT PERSON: Bradlee Sears

E-MAIL ADDRESS: Bidreview@Galls.com

AUTHORIZED SIGNATURE:



TITLE: Chief Financial Officer

DATE: 10/11/2021

EXHIBIT "C"
INSURANCE REQUIREMENTS