



said contract.

3. **Term.** This Contract shall be for a period of **three (3) year(s)**, commencing on **July 01, 2022** and expiring on **June 30, 2025**. Hidalgo County reserves the right to continue this bid 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 Contract 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, and/or which are otherwise required by Texas law. Insurance policies shall cover, but are not limited to, Company'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 Contract, 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. **Assignment.** 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:               The County of Hidalgo  
                                      Attn: County Judge  
                                      100 E. Cano, 2<sup>nd</sup> Floor  
                                      Edinburg, Texas 78539

Copy to:                     Hidalgo County Purchasing Dept.  
                                      C/O Eduardo Belmarez, Purchasing Director  
                                      2802 S. Bus. Hwy 281  
                                      Edinburg, Texas 78539

If to Company:             Keefe Commissary Network, LLC  
                                      Dba/Access Secure Pak  
                                      Attn: Kevin Myers, President  
                                      3101 Marquis Drive, Ste 200  
                                      Garland, Texas 75042

12. **Conflict with Applicable Law.** Nothing in this Contract 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

Contract 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 Contract 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 Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

14. **Successors.** This Contract 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 Contract.

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 Contract, County may terminate this Contract 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 Contract. The parties intend this provision to be a continuing right to terminate this Contract 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 Contract, County may terminate this Contract 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 Contract. 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.

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 Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

21. **Immunities:** Nothing in this Contract 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. 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 Contract 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.

24. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.327, 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.

*[SIGNATURE PAGE TO FOLLOW]*

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON June 28, 2022.**

**Agenda Item No. 86290**

**Executive Office: \_\_\_\_\_**

**VENDOR:**

Keefe Commissary Network, LLC  
Db/Access Secure Pak

**COUNTY:**

COUNTY OF HIDALGO

\_\_\_\_\_  
Kevin Myers, Vice President

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**

Office of the Criminal District Attorney,  
Ricardo Rodriguez, Jr.

**ATTEST:**

\_\_\_\_\_  
Amanda D. Austin, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**

(If Applicable)

**SUPPLEMENTAL SIGNATURES:**

(If Applicable)

**EXHIBIT “A”**  
**Request for Bid (RFB) Procurement**  
**Packet**



# **HIDALGO COUNTY PROCUREMENT PACKET**

**Request for Proposals  
RFP No:21-0960-04-27-YZV**

**“E-COMMERCE SERVICE TO SUPPLEMENT  
EXISTING COMMISSARY”**

**Acceptance Due Date:  
Wednesday, April 27, 2022**

Eduardo Belmarez, MBA, CPM, Purchasing Director  
Hidalgo County Purchasing Department

Project Contact Information:

Yolanda Z. Velasquez Contract Specialist II  
(956) 318-2626 Ext. 4881  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)



2812 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

**April 08, 2022**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

**HIDALGO COUNTY  
REQUEST FOR PROPOSALS: RFP NO. 21-0960-04-27-YZV  
E-COMMERCE SERVICE TO SUPPLEMENT EXISTING COMMISSARY**

Dear Prospect Vendor:

Enclosed please 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.

The items listed on the Table of Contents shall be found in this procurement packet that is attached herewith. Should you find that any of the listed items are not attached in their entirety, please contact the Contract Specialist listed on the cover page to advice of the missing documentation, and it will be emailed to you. If any further assistance is required, please do not hesitate to call the Purchasing Department.

Hidalgo County Purchasing Department welcomes and appreciates your participation in this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eduardo Belmarez", written over a horizontal line.

Eduardo Belmarez, MBA, CPM  
Hidalgo County Purchasing Director

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## TABLE OF CONTENTS

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 RFP. Further, the Respondent is responsible for providing any and all relevant information necessary for this proposal. Failure to do so will be at the Respondent's risk, and may result in rejection of the Proposal 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 procurement package is complete.

### **INTRODUCTION**

Hidalgo County Sheriff's Office (hereinafter referred to as "County") is seeking to contract with a responsible bidder for "E-Commerce Services To Supplemental Existing Commissary", in accordance with the requirements attached hereto as **Appendix "A"**. The response 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 specifications/requirements to be included on the Deficiencies and deviations form "**Appendix L**". The County reserves the right to reject the deviation and its effect on the overall proposal.

### **AWARD**

No award can be made until approved by Hidalgo County Commissioner's Court. This RFP does not obligate Hidalgo County to the eventual purchase of any product and/or service described implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County, and may be terminated at any time prior to execution of an agreement

### **TERM**

It is intended that the initial contract term will be for a three (3) year. 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 the next contract.

### **GENERAL REQUIREMENTS**

**One (1) original and two (2) USBs in original PDF format.** Further instructions listed below under **VENDOR INSTRUCTIONS**.

### **SUBMISSION DEADLINE AND BID OPENING**

All submissions must be received on or before **2:00 p.m. on Wednesday, April 27, 2022**. Any proposal 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:**

<https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPcm5pd2xZazYzWHF4UT09>

**Meeting ID:** 964 6467 6754

**Passcode:** 545411

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

**To find your local number:** <https://hidalgocounty.zoom.us/j/abObUBYixl>

**Join by SIP:** [96464676754@zoomcrc.com](mailto:96464676754@zoomcrc.com)

### **HAND DELIVERED PROPOSALS**

Hidalgo County requires submitters, when hand delivering proposals, 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.

### **DELIVER TO:**

US Postal Mail Address:

Eduardo Belmarez, MBA,CPM, Purchasing  
Director  
ATTN: Yolanda Velasquez  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Eduardo Belmarez, MBA, CPM, Purchasing  
Director  
ATTN: Yolanda Velasquez  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

### **SIGNING OF SUBMISSION**

In order to be considered, all submittals **must** 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 [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by **Wednesday, April 20, 2022 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 **Friday, April 22, 2022.** 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. All responses are open to negotiation.

### **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.

### **VENDOR INSTRUCTIONS**

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- 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 information listed in the Submission Outline/Checklist, under Submission Cover Page. Two (2) USB containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor's name and the RFB number. 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.
- Each section of the vendor's response should start on a new page. A tabbed divider page marked with the section number should be used to separate each section.
- Prepare a Table of Contents for the response being submitted and place it after the Submission Cover Sheet and before Section I. The Table of Contents must list all Sections and the contents of each section as listed in **Appendix "A"**.
- The binder must be in the order listed in the Submission Outline/Checklist below.

## 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:

\_\_\_\_\_ **Cover Sheet** - Must include the following:

- Company Name, Company Address, Company Phone Number
- Project Name: Sealed Submission for **E-Commerce Services To Supplemental Existing Commissary**
- Procurement Number: **RFP No. 21-0960-04-27-YZV**
- Opening Date: **Wednesday, April 27, 2022**
- Opening Time: **2:00pm**

### **Table of Contents**

\_\_\_\_\_ **Required Documents** (signed and filled) **and Executive Summary**

\_\_\_\_\_ **Executive Summary** - The summary should include:

Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding Proposal;  
Name, title, email, telephone and fax number of person(s) authorized to contractually obligate vendor's company with bid and any future negotiations; and

\_\_\_\_\_ **Legal Notice Acknowledgement**

\_\_\_\_\_ **Appendix "B" – Evaluation Criteria**

\_\_\_\_\_ **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)  
Form 1295

\_\_\_\_\_ **Appendix "E" – Vendor Enrollment Solutions**

Vendor Enrollment Solutions  
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**

\_\_\_\_\_ **Appendix "K" – Draft Contract**

\_\_\_\_\_ **Appendix "L"- Deficiencies and Deviations Form (if applicable)**

\_\_\_\_\_ **Appendix "M"-References (if applicable)**

\_\_\_\_\_ **Addenda (when applicable; see Addenda under Legal Notice)**



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## 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” or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services.

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 and whether specified explicitly or not, are 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 sixty (60) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.
- 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 Hidalgo County Vendor Enrollment Solution, **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 (hereinafter referred to as “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.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. 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 Energy Companies Verification – TEX. GOVT. CODE 2274.** In accordance with changes to the law from the 87<sup>th</sup> Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declarations page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)".

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**7.5 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.

**7.6 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](http://www.sam.gov) with their response.

**7.7 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.

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.

**7.7 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, 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](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 CIQ).** 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. Closner, 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 Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274.** In accordance with changes to the law from the 87<sup>th</sup> Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole-source

provider, does not receive any bids from a company that is able to provide the required written verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

**7.9 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.

**7.10 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, [eduardo.belmarez@co.hidalgo.tx.us](mailto:eduardo.belmarez@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.

**7.11 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.

**7.12 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 those dates. The link of approved holidays can be found on: <https://www.hidalgocounty.us/115/County-Holidays>.
- 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 evaluations and 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. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:
- A Vendor shall:
    - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
    - 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.
    - 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.
    - notify the County at the time when the Vendor's costs for items, supplies, and or services 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.
  - Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - The County may only grant a price increase if the evidence presented is deemed reliable.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
  - 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.
  - 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 Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 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.

- 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, 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. All payments are

subject to compliance with the Texas Prompt Payment Act.

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, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED SUBMISSION"**. 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 submissions 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 be 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 "E"**.
- 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 timeframe
- 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 procurement packet **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 within 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 specified in **Appendix A: Requirements/Specifications**. Awarded contract 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.
50. **CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS.** Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.



2812 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

## LEGAL NOTICE DECLARATION

**TO:** Eduardo Belmarez, MBA, CPM, Purchasing Director  
**ATTN:** Yolanda Velasquez, Contract Specialist II  
Hidalgo County Administration Building/Purchasing Department  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**RE:** RFP NO. 21-0960-04-27-YZV

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. 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**

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### REQUIREMENTS/SPECIFICATIONS

## **SCOPE OF SERVICES**

Hidalgo County Sheriff's Office (hereinafter referred to as "COUNTY") is seeking qualified and interested vendor to provide **E-Commerce Services –Supplement Existing Commissary** to supplement the existing Hidalgo County Jail Commissary operations services.

### **INTENT OF PROPOSAL:**

Family and friends can choose to make an online merchandise purchase to an inmate. The online merchandise purchased will be delivered to the inmate within five (5) business days from date of purchase. The online purchase program is available for all County eligible inmates.

These services are to be provided for inmates housed at the Hidalgo County Sheriff's Office located at 711 El Cibolo Road, Edinburg, Texas 78541.

### **SUPPLIES REQUIRED:**

Hidalgo County Sheriff requires Jail Inmate Commissary Services to supply various products such as:

- Hot food items
- Care packages that do not contain any of the items listed in Attachment A.

### **MANDATE REQUIREMENTS:**

- No glass or metal containers shall be allowed.
- Size and type of containers shall be approved by the Sheriff at time of award.
- All food products must be properly labeled.
- No delivered items may be damaged or expired at the time of delivery.
- The Sheriff reserves the right to increase/decrease products offered as it deems to be in the best interest of the Sheriff
- Commissary items shall be available for purchase by only families and/or friends of inmates being housed at Hidalgo County Adult Detention Center located at 711 El Cibolo Rd., Edinburg, Texas 78541. No other individuals may purchase items from this service.
- All security provisions established by Hidalgo County Sheriff's Office shall be strictly followed. The Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County Jail Facility in order to maintain a safe and orderly operation of the detention facility.



**Description**

#10 Return Addressed White Envelope
\$10.00 Prepaid Calling Card (20 Min.)
(UNO Card Game )
2 in 1 Danruff Shampoo 14.5 oz.
4 1/2" Flexible Black Ink Pen
Acne Gel Medication 1 oz.,
Advil Coated (2 Tablets Pouch)
After Shave Lotion 4 oz.
Alcohol Free Mint Mouthwash 8 oz.
Alka-Sellzer "Original" (2 Tablets Pouch)
Alka-Seltzer "Plus Cold" (2 Tablets Pouch)
Almond Joy Bar 1.61 oz.
Anti-Shank Security Toothbrush & Clear Cap
Athlete's Foot Cream 0.5 oz.
Baby Lotion 4 oz.
Baby Ruth Bar 2.1 oz.
Bandana (Orange) 22"X22"
BBQ Potato Chips 1.5 oz.
Beef & Cheese Stick 1.2 oz.
Boxer Shorts (Small thru 6XL)
Bubble Cushioned Envelope (6" x 9")
Bubu Lubu
Butter Finger Bar 2.1 oz.
Caramel Popcorn 3.53 oz. Bag
Cereal Bowl w/ Lid 24 oz.
Chap-et Lip Balm .16 oz.
Chest Rub 3.53 oz.
Chicken Vienna Sausage Puch
Chili Cheese Corn Chips 1.5 oz.
Chilis (Hot/With Beans/No Beans) 11.25 oz.
Chocolate Cupcakes (2-PK)
Chocolate Honey Bun 4.75
Christmas Cards (Spanish/English)
Chunk Light Tuna 4.23 oz.
Churritos Red Chili
Cinnamon Rolls 4 oz.
Close Up (Red Gel) Toothpaste 4.0 oz.
Coca-Cola Classic 20 oz.
Cocoa Butter Lotion 4 oz.
Cocoa Butter Moisturizing Soap 3.6 oz.
Coffee Mug w/ Lid 14 oz.
Colgate (Red Gel) Toothpaste 4.2 oz.
Conchas- 2 ct
Contact Lens Case - Clear

Contact Lens M/P Solution
Cookies (Duplex/Van./Choc./P-Butter)
Corn Tostadas 12 oz.
Cornnuts (Chili & Ranch) 1.4 oz.
Crunchy Coated Peanuts
Dandruff Shampoo 12oz.
Danish (Apple, Cherry Cheese)
Denture Adhesive 2 oz
Dial Soap
Dictionary (English/Spanish & English)
Diet Coca-Cola 20 oz.
Diet Dr. Pepper 20 oz.
Disposable Douche 6 oz.
Dove White Moisturizing Soap- 3 oz bar
Dr. Pepper 20 oz.
Elastic Pony Tailer
Extreme Ripple Potato Chips 1.5 OZ
Eye Drops 0.5 oz.
Fanta Orange 20 oz.
Father's Day Card
Fillet of Mackerel 3.53 oz. Pouch
Flaming "Hot Cheetos" 1.5 oz.
Flour Tortillas Resealable 8OZ - 16 OZ Bag
Flushable Wipes 42 Per Pack
Forever U.S. Mail Stamp
Gansitos- 2 ct
Gatorade Sports Drink 20 oz.
Greaseless Skin Cream 4.5 oz.
Gummy Bears 4 oz.
Hair Moisturizer 4 oz. Tube
Happy Birthday Cards (English/Spanish)
Happy Easter Cards
Hemorrhoidal Ointment 2 oz.
Hersheys Almond Bar
Hinged Soap Dish Box
Honey Bun 6 oz. Pk.
Hormel Spam Singles 3 oz.
Hot Cocoa Mix 1 oz.
Hot Dill Pickle 5OZ (Spicy)
Hot Pork Cracklings 2 oz.
Hydrocortisone Cream 1 oz.
Hygiene Kit (T-Brush/T-Paste/Soap/Deodorant)
Hypoallergenic Soap
Instant Coffee Resealable Clear Pouch 4 oz.
Instant Oatmeal Pouch Original .98 OZ- 1.5 OZ

Jalapeno Cheese Spread 8 oz. Plastic Tub
Jelly (Grape & Strawberry) 12 oz.
Jolly Ranchers Assorted Bag 3.7 oz.
Ladies Panties (Size 5 thru 18)
Legal Gummed Pad (8 1/2" x 11")
M&M Peanuts 1.74 oz.
Men/Ladies Crew Socks (One Size Fits All)
Men/Ladies Velco Tennies (Size 6-13)
Mens Briefs
Mild Dill Pickle .67 oz.
Milky Way Bar 2.05 oz.
Mini Donuts 6ct
Mini Mantecadas Muffins- 4 ct
Moonpies (Ban/Straw/Choc) 2.75 oz.
Mother's Day Card (English/Spanish)
Motrin Ibuprofen (2 Tablets Pouch)
Muscle Rub 3 oz.
Nacho Cheese Tortilla Chips 1.5 oz.
No Clasp Envelope (9" x 12")
Nutty Bar Waffer 2OZ
Oral Pain Relief .33 oz.
Palm Hair Brush
Pay Day Bar 1.85 oz.
Peanut Butter Squeezers 1.12 oz.
Peanut Pattie 1.75 oz.
Plastic Reading Glasses (+1.25 thru +2.50)
Playing Cards Deck
Potato Chips Regular 1.5 OZ
Pre-cooked Rice Pouch 8OZ
Ramen Soups (Chili/Beef/Shrimp/Chicken) 3 oz.
Razorless Hair Removing Cream 6 oz.
Reeses Peanut Butter Cups 1.5 oz.
Refried Beans 6 oz. Pouch
Roast Beef & Gravy 10 oz. Pouch
Round Tortilla Chips 14 oz.
Salted Peanuts 1.75 oz,
Sardines in Hot Tomato Sauce 3.53 oz.
Security Razor (Limit 1)
Shampoo and Body Wash 8oz
Shaving Gel 3 oz. Clear Tube
Shower Sandals (Size 8 thru 13)
Sketch Pad
Skittles "Original Fruits" 2.17 oz.
Sliced Jalapeño Peppers 0.7 oz
Snack Crackers 12 oz. Box

Snickers Almond Bar 1.76 oz.
Snickers Bar 2.07 oz.
Sour Cream & Onion Chips
Sour Gummies 3OZ Bag
Speed Stick Anti-Perspirant 2 oz.
Spring Water 20 oz.
Sprite 20 oz.
Squeezable Cheese (Sharp Cheddar)
Starlite Mints Bag 3.75 oz.
Styling Hair Gel 16 oz.
Suave Fresh Anti-Perspirant & Deodorant 1.7 oz.
Sugar Cubes Box 1 lb.
Sugar Free Candy (Assorted Flavors)
Sugar Free Sweetener Packets
Summer Sausage Original Flavor
Sunflower Kernels 4 oz.
Super Cantinero Peanuts & Chips 5.25 oz. Bag
Sweatshirts (Medium thru 4XL)
Tampons (Singles)--Super/Regular/Junior)
Thanksgiving Day Cards (English Only)
Thermal Underwear (Small thru 6XL)
Three Flowers Brilliantine 4 oz.
Three Musketeers Bar 2.13 oz.
Toaster Pastries 2ct
Topitos Salsa Verde Chips 3.7 oz. Bag
Topochico Mineral Water 20.3 oz.
Tubikos 4 oz.
Tums (12 Tablets)
Twin Pocket Folders
Twinkies 2.7 oz
Twix Bar 2.0 oz.
Tylenol X-Strength (2 Gelcaps) Pouch
Valentine's Day Cards
Vanilla Caramels 3 oz. Bag
VO5 Conditioner 12.5 oz.
VO5 Shampoo 12.5 oz.
White Clear Sole DD Shoes
White Handkerchief (15" x 15")
White Sport Bras (Medium thru 3XL)
White T-Shirt (6x - 8x)
White T-Shirt (All Sizes)
White Washcloth (12" x 12")
Word Seek Puzzle
Work Seek Large Print Puzzle Book



# **APPENDIX B**

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## **EVALUATION CRITERIA**

APPENDIX "B"  
EVALUATION CRITERIA

**EVALUATION PROCESS:**

The evaluation consists of a 100 point scoring system. Hidalgo County Sheriff's Office and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

**NEGOTIATION PROCESS:**

If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with the participant and will contact the next highest ranked participant to begin negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

Any Contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

Hidalgo County will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. All proposals will be analyzed to determine overall responsiveness and qualification under the RFP.

- Evaluation Process: Initially, the proposal will be examined to determine if it "qualifies" in that it meets the basic requirements for consideration. This review will pertain to such matters as adequate responsiveness to the proposal, necessary signatures, completeness, and clarity with respect to such essential factors. Failure of the proposal to meet the basic requirements of a proposal may disqualify it from further consideration.
- After the proposals are received, the Evaluation Committee shall evaluate each proposal that was timely submitted and the evaluation shall be based on the criteria listed in the proposal. The Sheriff in the Selection process will conduct a qualitative evaluation overall proposal content and its conformance to evaluation process. The Sheriff will then assess the strong and weak points of each proposal to assure himself it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the Sheriff may recommend contract award without further discussion with responders, or the firms submitting the top rated proposals may be asked to make an oral presentation to the Sheriff for further clarification and evaluation of the proposals.
- If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account may be asked to participate in an interview. During the interview portion of the meeting, the Sheriff may advise the respondent of deficiencies in the proposal, if any, and shall allow the respondent to satisfy the requirements, questions, or concerns by submitting a best and final offer. The respondent may choose not to modify their proposal and may inform the Sheriff that the offer is firm and final.
- The Sheriff shall not disclose any information included in a respondent's proposal to another firm during the Proposal process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- The County of Hidalgo reserves the right to reject any and all proposals received for any reason that would be to the benefit of the Sheriff.
- All proposals submitted are to be valid for a period of sixty (60) days.
- Evaluation of Qualifying Proposals: Having determined that a proposal meets the basic requirements, the Sheriff will then evaluate it with respect to each of the following elements:

APPENDIX "B"  
EVALUATION CRITERIA

15	TOTAL PROPOSED PRODUCTS PRICING
40	COMMISSION GUARANTEE OFFERED
25	SERVICE
<u>20</u>	FIRM'S QUALIFICATIONS / EXPERIENCE
100	TOTAL

APPENDIX "B"  
EVALUATION CRITERIA

## EVALUATION FORM

Respondent: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Selection Criteria	Maximum Points breakdown	Score
<b>1) ECONOMIC EVALUATION OF THE PROPOSED FEE SCHEDULE</b>	<b>(maximum points 15)</b>	
➤ Furnish Satisfactory evidence of their ability to furnish products or services	<b>0-10</b>	
➤ The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.	<b>0-5</b>	
<i>Comments/Rationale for points:</i>	<b>TOTAL:</b>	_____
<b>2) COMMISSION GUARANTEE OFFERED</b>	<b>(maximum points-40)</b>	
➤ Percentage of Commission	<b>0-30</b>	
➤ The providers cost of the proposed service	<b>0-10</b>	
<i>Comments/Rationale for points:</i>	<b>TOTAL:</b>	_____
<b>3) PROPOSER'S CAPABILITY TO PROVIDE THE SERVICE REQUESTED</b>	<b>(maximum points-25)</b>	
➤ Experience and knowledge necessary to provide and perform the required Services.	<b>0-10</b>	
➤ Have the personnel and equipment necessary to provide services.	<b>0-5</b>	
➤ Provide sufficient professional background (references) indicative of outstanding or exceptional services.	<b>0-10</b>	
<i>Comments/Rationale for points:</i>	<b>TOTAL:</b>	_____
<b>4) PROPOSERS EXPERIENCE/QUALIFICATIONS</b>	<b>(maximum points-20)</b>	
➤ Proposer's qualifications	<b>0-10</b>	
➤ Evidence of Proposer's previous experience with the services being requested	<b>0-10</b>	
<i>Comments/Rationale for points:</i>	<b>TOTAL:</b>	_____

**TOTAL SCORE:**

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## **APPENDIX C**

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### **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 provide d 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).**

**Page 2 of 2: Continuation of Exhibit “C”: Insurance Requirements Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)**

- 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.



# 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**

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### **CONFLICT OF INTEREST QUESTIONNAIRE**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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**

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### **VENDOR ENROLLMENT SOLUTION and HUB DECLARATION**

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## 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

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## 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](mailto:vendor.application@co.hidalgo.tx.us).

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**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

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**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:

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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:

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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:

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## **APPENDIX F**

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### **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**

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## **TITLE VI APPENDICES**

**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**

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REQUIRED CONTRACT CLAUSES FOR  
CONTRACTS UNDER FEDERAL AWARD

## **2 C.F.R. § 200.327 & 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 §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo’s (“County”) 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. §200.327). 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 County of Hidalgo 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 County, the County 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.* County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County 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 County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County 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 County of Hidalgo'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, County of Hidalgo 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 County 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 County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County'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)).

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 agency.

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. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- 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.

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. See 2 C.F.R. Part 200, Appendix II, ¶ E.

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 County of Hidalgo 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 County of Hidalgo 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](http://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](http://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 City 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. § 200.323; *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>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**11. Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

- b. Standard. A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People’s Republic of China and covered telecommunications equipment or services means –

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of “Affiliate” can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

- c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

#### PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
    - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - a. Covered telecommunications equipment or services that:
      - i. Are not used as a substantial or essential component of any system; and
      - ii. Are not used as critical technology of any system.
    - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## 12. **Domestic Preferences for Procurements**

- a. **Applicability**: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. **Standard**. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, ¶ L
- c. **Statement**. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

### **“Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

## **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.*

### 1. **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 County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor’s true costs for the work and related equipment costs and site expenses.”

2. **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 City of Concord, 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.”

3. **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.”

4. **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.”

5. **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.”

6. **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.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

**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 I**

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FHWA 1273

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**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 FHWA or the contracting agency 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.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



# **APPENDIX J**

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## **PROPOSER'S AFFIDAVIT**

**EXHIBIT J  
PROPOSER'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**

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## **Draft Agreement**



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

3. **Term.** This Contract shall be for a period of **three (3) year(s)**, commencing on **[[MONTH]] [[DAY]], 2022** and expiring on **[[MONTH]] [[DAY]], 2025**. Hidalgo County reserves the right to continue this bid 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 Contract 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, and/or which are otherwise required by Texas law. Insurance policies shall cover, but are not limited to, Company's activities and all persons, vehicles, equipment and



100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

Copy to: Hidalgo County Purchasing Dept.  
C/O Yolanda Velasquez  
2802 S. Bus. Hwy 281  
Edinburg, Texas 78539

Hidalgo County Sheriff's Office  
711 El Cibolo Rd  
Edinburg, Texas 78541

If to Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. **Conflict with Applicable Law.** Nothing in this Contract 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 Contract 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 Contract 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 Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

14. **Successors.** This Contract 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 Contract.

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 Contract, County may terminate this Contract 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 Contract. The parties intend this provision to be a continuing right to terminate this Contract 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 Contract, County may terminate this Contract 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 Contract. 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.

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 Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

21. **Immunities:** Nothing in this Contract 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. 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 Contract 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.

24. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.327, 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.

*[SIGNATURE PAGE TO FOLLOW]*

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON** **Month 00, 2022.**

**Agenda Item No.** \_\_\_\_\_

**Executive Office:** \_\_\_\_\_

**VENDOR:**  
ABC Company

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
**John Doe, Title**  
Judge

\_\_\_\_\_  
Hon. Richard F. Cortez, County

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

**ATTEST:**

\_\_\_\_\_  
**Jane Doe**, Assistant District Attorney

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
(If Applicable)

**SUPPLEMENTAL SIGNATURES:**  
(If Applicable)

**EXHIBIT “A”**  
**Request for Bid (RFB)**  
**Procurement Packet**

# EXHIBIT “B”

## BID PAGE

(Vendor’s Response)

# EXHIBIT "C"

## INSURANCE REQUIREMENTS



# **APPENDIX L**

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## Deficiencies and Deviations Form





# **APPENDIX M**

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## **REFERENCE FORM**

## REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

### Reference One

Client's Name: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Project Information:

Name of Project: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Period: From \_\_\_\_\_ to \_\_\_\_\_

Cost: Projected \$ \_\_\_\_\_ Actual \$ \_\_\_\_\_

Timeframe (include unit measure) Projected \_\_\_\_\_ Actual \_\_\_\_\_

Status as of \_\_\_\_\_ (circle one): complete in progress canceled.  
Date

### Reference Two

Client's Name: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Project Information:

Name of Project: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Period: From \_\_\_\_\_ to \_\_\_\_\_

Cost: Projected \$ \_\_\_\_\_ Actual \$ \_\_\_\_\_

Timeframe (include unit measure) Projected \_\_\_\_\_ Actual \_\_\_\_\_

Status as of \_\_\_\_\_ (circle one): complete in progress canceled.  
Date

### Reference Three

Client's Name: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

#### Project Information:

Name of Project: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

Contract Period: From \_\_\_\_\_ to \_\_\_\_\_

Cost: Projected \$ \_\_\_\_\_ Actual \$ \_\_\_\_\_

Timeframe (include unit measure) Projected \_\_\_\_\_ Actual \_\_\_\_\_

Status as of \_\_\_\_\_ (circle one): complete in progress canceled.  
Date

### Reference Four

Client's Name: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

#### Project Information:

Name of Project: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

Contract Period: From \_\_\_\_\_ to \_\_\_\_\_

Cost: Projected \$ \_\_\_\_\_ Actual \$ \_\_\_\_\_

Timeframe (include unit measure) Projected \_\_\_\_\_ Actual \_\_\_\_\_

Status as of \_\_\_\_\_ (circle one): complete in progress canceled.  
Date

# EXHIBIT "B"

## BID PAGE

(Vendor's Response)

Current average daily total Minimum Security Detention Center population is at 1,200.  
Average daily total detention center population projections for 2022 are estimated to be at 1,200.

**Minimum Qualifications:**

The respondent must be organized for the purpose of providing **E-Commerce Services – Supplement Existing Commissary** and have previous experience with proven effectiveness.

The respondent must operate in accordance with Texas Commission on Jail Standards.

The proposal must include a company history, current corporate structure and resumes of the individual assigned to this project.

**PRICING**

The Sheriff requires a guaranteed amount of profit.

**Formula Proposers to use for in Pricing / Percentage Commissions**

**Percentage of sales commissions to be paid to County on a monthly basis.**  
40 %

**Vendor shall provide a List of Products on company letterhead with pricing for accounting commission purpose.**

**MANDATORY REQUIREMENT:**

All proposals must contain sufficient information concerning the project for the Sheriff to evaluate whether the respondent meets “minimum qualifications”.

All proposals must demonstrate that the respondent has the willingness and ability to comply with the scope of contract, mandatory requirements, and specifications.



## Scope

### **Online Ordering by Family and Friends**

Keefe operates **Access Securepak**, the most comprehensive custom inmate package program in the correctional industry. Family members and friends can place orders online to send packages to inmates which only contain items preapproved by Hidalgo County.

Keefe has been accepting family members and friends' orders since 1997 when it conducted its first package program for the North Carolina Department of Corrections.

Since then, Keefe has grown its package program business into the country's largest provider of package programs when measured by number of formal programs (over 700 programs managed each year for various states and counties) and number of orders taken / packages shipped (over 1.6 million annually). Keefe is the current package program provider to 21 State Department of Corrections with Keefe being the exclusive provider for 15 of those programs.

Keefe provide programs to approximately 750,000 inmates on an annual basis. Keefe provides programs that currently include food, clothing, hygiene, shoes, electronics, music, hobby craft, religious and other various categories of items. These programs all operate with various rules and regulations established by the Department of Corrections or counties respectively. Keefe possesses the ability to control numerous attributes that are determined by the DOC's and counties that we serve.

You can visit our main website [www.accesscatalog.com](http://www.accesscatalog.com) to see all programs that are active at any given time. Just choose a state, and then choose the program within that state. This website will provide access to all active programs accepting orders from family members and friends. You will see which programs are designated as DOC programs and which programs are classified as a County jail.

Keefe can offer the same commissary menu online for family members and friends to purchase or Keefe can offer different items and or prepackaged kits. Ultimately, Hidalgo County staff will determine which items are featured online.

All online orders will be packaged in same type of perforated poly bags as commissary orders and delivered to the inmates in the same method as commissary orders.

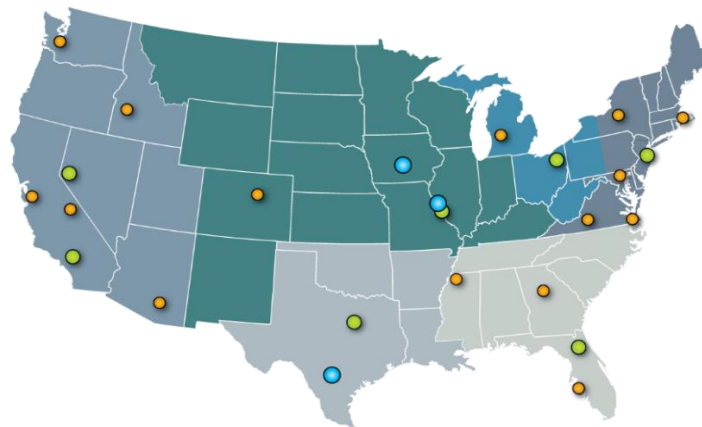
Keefe also provides a Call Center for family and friends to contact for any questions or issues.





To provide the best service, Keefe has twenty-two (22) warehouse locations totaling over 1.6 million square feet, shipping over 20 million pounds of inventory per month and carrying **over \$90 million in inventory** daily. Our products are not sold in any other market. KCN manufactures and distributes commissary and canteen items specifically designed for the correctional industry.

The warehouse that will service Hidalgo County is located in Garland, Texas. Keefe’s Garland warehouse has 130,000 square feet of inventory and office space and inventories over 4,500 commissary products, all of which are available to Harris County. We inventory, at a minimum a two-month supply of product to ensure product availability.



**Distribution Centers:**

- Cleveland, Ohio
- Dallas, Texas
- Denver, Colorado
- Edison, New Jersey
- Fontana, California
- Jacksonville, Florida
- Olive Branch, Mississippi
- Reno, Nevada
- St. Louis, Missouri
- Tucson, Arizona

**Regional Service Centers:**

- Atlanta, Georgia
- Baltimore, Maryland
- Boise, Idaho
- Chesapeake, Virginia
- Grand Rapids, Michigan
- Rancho Cordova, California
- Roanoke, Virginia
- Sarasota, Florida
- Santa Clara, California
- Seattle, Washington





Syracuse, New York  
Walpole, Massachusetts

No other provider has better relationships with the large retail brands than Keefe which in turn allows us to provide exclusive product offerings and maintain significant inventory at all times. Keefe partners with key retail brands to develop products exclusively for the corrections channel, and its unique security needs. Currently, Keefe offers almost 100 different retail branded items that are made specifically for our market. These include Frito Lay chips (Doritos, Cheetos, Fritos) Maxwell House coffee, Gatorade, Tang, Kool-Aid and Crystal Light drink mixes in clear packaging, and Quaker Oatmeal packets in clear pouches, and Cap n Crunch cereal in resealable/ clear bags, among others. Over the past 45 years, Keefe has created a correctional commissary market which did not exist. From our first coffee sales in a nonmetal container back in 1975 to our most recent line of can-less pouch products, Keefe continues to lead the industry in product innovation.

Keefe is both the leading supplier of name brand products and the manufacturer of private label goods in the industry. Keefe has pioneered many products designed specifically for the correctional industry. In fact, Keefe worked with food packagers to create the first tuna fish in a pouch product and provided to our customers prior to Starkist® bringing their product to the retail market.

### Hot Food Items

Keefe will work to secure an agreement between Keefe and a local food vendor to provide access to hot meal service provided through our Securepak order entry application.

Keefe pioneered the use of correctional friendly packaging and employs an in-house Product Development staff dedicated to researching and producing new products specifically for our correctional customers. Clear plastic enclosures, re-sealable pouches with clear windows are the staples of our product offerings. Keefe considers product packaging a top priority and invests heavily in the research and development of new products.

All items are individually wrapped and dated for individual consumption. Each item is designed and/or selected with quality, security and safety in mind. Our products go beyond industry standards and in many cases have higher nutritional values or more active ingredients (hygiene items) than name brands.



Item Number	UOM	DESCRIPTION	PRICE INCLUDING 40% COMMISSION
8	EA	MARUCHAN_RAMEN_CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	\$0.76
9	EA	MARUCHAN_RAMEN_BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	\$0.73
10	EA	MARUCHAN_RAMEN_CHILI_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	\$0.76
12	EA	MARUCHAN_RAMEN_SHRIMP_3 OZ_24/CS_PILLOW PK__	\$0.69
13	EA	MARUCHAN_RAMEN_TX BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	\$0.73
15	EA	MARUCHAN_RAMEN_CAJUN SHRIMP_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	\$0.69
17	EA	MARUCHAN_INST LUNCH_HOT & SPICY CHICKEN_2.25 OZ_12/CS_CUP__	\$1.24
18	EA	MARUCHAN_RAMEN_CAJUN CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	\$0.73
26	EA	PARAMOUNT_CREAMER_NON-DAIRY_8 OZ_18/CS_POUCH CLEAR RESEALABLE__	\$2.69
38	EA	KEEFE_SUGAR_PURE GRANULATED_12 OZ_18/CS_POUCH CLEAR RESEALABLE__	\$2.22
50	EA	TASTERS CHOICE_COFFEE_8 OZ (227G)_12/CS_BAG__	\$24.87
80	EA	KEEFE KITCHENS_PEANUT BUTTER_CREAMY_18 OZ_12/CS_PLASTIC JAR CLEAR__	\$4.80
81	EA	KEEFE KITCHENS_PEANUT BUTTER_CRUNCHY_18 OZ_12/CS_PLASTIC JAR CLEAR__	\$4.84
90	EA	KEEFE_HOT SAUCE_LA_6 OZ_24/CS_PLASTIC BOTTLE__	\$1.60
93	EA	TOKYO DINER_SOY SAUCE_6 OZ_24/CS_PLASTIC BOTTLE	\$1.56
114	EA	KEEFE_HOT COCOA_SS_.8 OZ_300/CS_1 SRV PK__	\$0.36
136	EA	GEN_SUGAR_1 SRV_2000/CS_PAPER PKT__	\$0.04
175	EA	CITY COW_CHEESE BAR_CHEDDAR_4 OZ_48/CS_WRAPPED CLEAR__	\$2.76
178	EA	CITY COW_CHEESE BAR_HOT PEPPER_4 OZ_48/CS_WRAPPED CLEAR__	\$2.73
237	EA	KEEFE_CREAMER_NON-DAIRY_.105 OZ_1000/CS_PKT__	\$0.11
265	EA	SUGAR TWIN_SUGAR SUBSTITUTE_REGULAR_100/BX 12BX/CS_PAPER PKT_YELLOW__	\$0.04
355	EA	CACTUS ANNIES_JALAPENO PEPPERS_SLICED W/BRINE_12 OZ_12/CS_TUB CLEAR__	\$3.24
381	EA	VAN HOLTEN_PICKLE_MILD DILL_9.6 OZ_12/CS_POUCH CLEAR	\$1.93
383	EA	VAN HOLTEN_PICKLE_HOT PICKLE_9.6 OZ_12/CS_POUCH CLEAR__	\$1.93
415	EA	KEEFE_TEA BAGS_REGULAR_100/BX 10BX/CS_WHITE BOX 100 CT	\$0.07
478	EA	REALEMON_CONDIMENT_2.5 OZ_24/CS_PLASTIC BOTTLE__	\$1.53
505	EA	MARUCHAN_RAMEN_HOT & SPICY VEGETABLE_3 OZ_24/CS_PILLOW PK CLEAR__	\$0.76
664	BX	GOYA_SPICE_SAZON CILANTRO/ACHIOTE_1.41 OZ_1/BX 36BX/CS_BOX__	\$3.45
665	BX	GOYA_SPICE_SAZON AZAFRAN_1.41 OZ_1/BX 36BX/CS_BOX__	\$3.45
892	EA	SWEET FUSIONS_DRINK MIX_TEA W/LEMON_19 OZ_12/CS_POUCH CLEAR RESEALABLE__	\$5.67
902	EA	CACTUS ANNIES_PARTY MIX_WHOLE ENCHILADA_11 OZ_12/CS_BAG CLEAR WINDOW__	\$4.51
905	EA	KEEFE_DRINK MIX_FRENCH VANILLA CAPPUCINO_.81 OZ_300/CS_1 SRV PK__	\$0.40
910	EA	CACTUS ANNIES_TORTILLA CHIPS_ROUND_12 OZ_12/CS_BAG CLEAR WINDOW__	\$4.18
911	EA	CACTUS ANNIES_TORTILLA CHIPS_NACHO CHEESE_10 OZ_12/CS_BAG CLEAR WINDOW__	\$4.47
920	EA	CACTUS ANNIES_TORTILLA CHIPS_KOSHER NACHO CHEESE_1.5 OZ_60/CS_BAG CLEAR WIN	\$0.84
1237	SP	KEEFE_CREAMER_SS_100/10PKS/CS_10PK	\$1.27
1327	EA	MARUCHAN_RAMEN_ROAST CHICKEN_3 OZ_24/CS_PILLOW PK__	\$0.73
1347	EA	MARUCHAN_RAMEN_LIME CHILI SHRIMP_24/CS	\$0.73
1700	EA	VIVA PANCHO_HOT SAUCE_SALSA PICANTE_5 OZ_24/CS_CLEAR PLASTIC JAR__	\$1.75
1710	EA	BRUSHY CREEK_CHILI_NO BEANS_11.25 OZ_24/CS_POUCH__	\$3.42
1711	EA	BRUSHY CREEK_CHILI_W/BEANS_11.25 OZ_24/CS_POUCH__	\$3.45
1712	EA	BRUSHY CREEK_CHILI_HOT W/BEANS_11.25 OZ_24/CS_POUCH__	\$3.27
1715	EA	BRUSHY CREEK_BEEF_BEEF STEW_11.25 OZ_24/CS_POUCH__	\$4.36
1721	EA	BRUSHY CREEK_LASAGNA_W/BEEF IN SAUCE_11.25 OZ_24/CS_POUCH__	\$2.98
1722	EA	BRUSHY CREEK_BEEF_BBQ SAUCE_11.25 OZ_24/CS_POUCH__	\$7.35
2077	EA	GEN_CONTACT LENS_CS_1/EA_OPAQUE PLASTIC	\$0.47
2299	EA	SNYDERS_PRETZELS_JALAPENO PIECES_2.25 OZ_60/CS_BAG FOIL__	\$1.35
2381	EA	KELLOGGS_RICE KRISPIE_ORIGINAL_1.3 OZ_80/CS__	\$0.73
2585	EA	CACTUS ANNIES_CHEESE_JALAPENO_2 OZ_180/CS_POUCH CLEAR	\$0.62
2586	EA	CACTUS ANNIES_CHEESE_CHEDDAR_2 OZ_180/CS_POUCH CLEAR	\$0.62
2616	EA	GRANDMAS_COOKIES_OATMEAL RAISIN_2.5 OZ_60/CS__	\$0.95
2974	EA	MAXWELL HOUSE_COFFEE_REGULAR_4 OZ_24/CS_POUCH CLEAR RESEALABLE__	\$5.64
3092	EA	THAI PALACE_NOODLES_CHILI_3.7 OZ_24/CS_WRAPPED CLEAR__	\$2.07
3095	EA	SEVILLA_HORCHATA_SF_5.64 OZ_18/CS_POUCH CLEAR RESEALABLE__	\$3.45
3564	EA	GEN_BOTTLED WATER_20 OZ_24/CS__	\$1.93

3635	EA	BOB BARKER_PEN_SECURITY FLEX_144/CS_BLUE_	\$0.65
3701	EA	KEEFE_DRINK MIX_FRENCH VANILLA CAPPUCCINO_8 OZ_18/CS_POUCH CLEAR RESEALABLE	\$3.13
3732	EA	KEEFE KITCHENS_MAYONNAISE_REGULAR_18 OZ_12/CS_PLASTIC BOTTLE CLEAR_	\$6.98
3783	EA	HUY FONG_SAUCE_CHILI GARLIC_8 OZ_24/CS_PLASTIC JAR_	\$4.07
3871	SP	GEN_SALT_300/10PKS/CS_10 PK	\$0.44
3872	SP	GEN_SPICE_PEPPER_300/10PKS/CS_10 PK	\$0.47
4317	EA	FRESH CATCH_CHUNKLIGHT TUNA_IN WATER_4.23 OZ_48/CS_POUCH_	\$3.13
4385	EA	FRESH CATCH_MACKEREL FILLETS_IN OIL_3.53 OZ_24/CS_POUCH_	\$2.11
4386	EA	FRESH CATCH_SARDINES_HOT TOMATO SAUCE_3.53 OZ_24/CS_POUCH_	\$1.49
4388	EA	FRESH CATCH_SARDINES_SOYBEAN OIL_3.53 OZ_24/CS_POUCH_	\$1.71
4391	EA	FRESH CATCH_PINK SALMON FLAKES_IN WATER_3.53 OZ_24/CS_POUCH_LOW FAT	\$3.09
4394	EA	FRESH CATCH_FISH STEAKS_SPICY MUSTARD SAUCE_3.53 OZ_24/CS_POUCH_	\$1.67
4395	EA	FRESH CATCH_FISH STEAKS_GREEN CHILIS IN OIL_3.53 OZ_24/CS_POUCH_	\$1.82
4397	EA	FRESH CATCH_FISH STEAKS_IN LA HOT_3.53 OZ_24/CS_POUCH_	\$1.78
4478	EA	NESCAFE TASTERS CHOICE_COFFEE_RANDOM STICK_1.5 G_1000/CS_STICK PK_	\$0.33
4492	EA	NABISCO RITZ_SANDWICH CRACKERS_Peanut BUTTER_1.38 OZ_8/BX 14BX/CS_1 SRV PKG	\$0.76
4493	EA	RITZ_SANDWICH CRACKERS_CHEESE_1.35 OZ_8/BX 14BX/CS_1 SRV PKG_	\$0.76
4535	EA	KRAFT_SALAD DRESSING_RANCH_1.5 OZ_60/CS_PORTION CONTROL PKT_	\$0.55
4787	EA	SQUEEZUM_JELLY_GRAPE_1 OZ_200/CS_POUCH CLEAR_	\$0.25
4840	EA	MRS RIOS_TORTILLAS_YELLOW CORN_5.5 OZ_48/CS_BAG_	\$2.44
4935	EA	VELVEETA_MACARONI & CHEESE_ORIGINAL_3 OZ_40/CS_POUCH CLEAR WINDOW_	\$1.82
4937	EA	VELVEETA_RICE_CHEESEY_2 OZ_50/CS_POUCH CLEAR WINDOW_	\$1.20
4938	EA	VELVEETA_RICE_SPICY CHEESE_2 OZ_50/CS_POUCH CLEAR WINDOW_	\$1.20
4939	EA	VELVEETA_REFRIED BEANS_CHEESEY_4 OZ_24/CS_POUCH CLEAR WINDOW_	\$2.00
4940	EA	VELVEETA_REFRIED BEANS_SPICY CHEESEY_4 OZ_24/CS_POUCH CLEAR WINDOW_	\$2.15
4941	EA	VELVEETA_BEANS & RICE_SPICY CHEESEY_4 OZ_24/CS_POUCH CLEAR WINDOW_	\$2.04
4942	EA	VELVEETA_INSTANT CHEESE SAUCE_NACHO_1.5 OZ_50/CS_POUCH CLEAR WINDOW	\$1.82
5070	EA	CACTUS ANNIES_TORTILLAS_FLOUR_8 OZ 6CT 8 IN_48/CS_BAG CLEAR RESEALABLE_	\$1.42
5113	EA	MOON LODGE_POTATO CHIPS_SOUR CREAM & ONION_6 OZ_16/CS_BAG FOIL_	\$2.47
5139	EA	MOON LODGE_PRETZELS_MINI TWISTS_11 OZ_15/CS_BAG CLEAR WINDOW	\$3.16
5182	EA	TOAST EMS_PASTRIES_STRAWBERRY_3.67 OZ_40/CS_WRAPPED_	\$1.09
5360	EA	BRUSHY CREEK_PREMIUM CHICKEN BREAST_4.5 OZ_24/CS_POUCH	\$7.45
5365	EA	HUY FONG_SAUCE_SRIRACHA CHILI_17 OZ_12/CS_PLASTIC BOTTLE_	\$7.27
5368	EA	EL PATO_SALSA_GREEN JALAPENO_12 OZ_20/CS_BOTTLE_	\$3.45
5375	EA	MOON LODGE_MICROWAVE POPCORN_EXTRA BUTTER_2.8 OZ_90/CS_CLEAR PLASTIC OV	\$0.80
5414	EA	S/O-MACAROONS_PASSOVER_6.5 OZ_12/CS_	\$10.91
5645	EA	CITY COW_CHEESE STICKS_MOZZARELLA_4 OZ_48/CS_WRAPPED CLEAR_	\$2.80
5880	EA	KEEFE KITCHENS_RICE_INST WHITE_8 OZ_24/CS_POUCH CLEAR RESEALABLE_	\$2.25
5940	EA	SEVILLA_BEANS & RICE_HOT CHILI FLAVOR_4.4 OZ_24/CS_POUCH CLEAR WINDOW_	\$1.78
6022	EA	MOON LODGE_POTATO CHIPS_REGULAR_1.5 OZ_72/CS_BAG FOIL	\$0.69
6023	EA	MOON LODGE_POTATO CHIPS_BBQ_1.5 OZ_72/CS_BAG FOIL_	\$0.69
6024	EA	MOON LODGE_POTATO CHIPS_SOUR CREAM & ONION_1.5 OZ_72/CS_BAG FOIL_	\$0.69
6025	EA	THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL_1.5 OZ_72/CS_BAG FOIL_	\$0.69
6026	EA	MOON LODGE_POTATO CHIPS_HOT HOT HOT BBQ_1.5 OZ_72/CS_BAG FOIL_	\$0.69
6034	EA	SEVILLA_SAZON_1.5 OZ_24/CS_CLEAR PLASTIC BOTTLE	\$0.95
6044	EA	MARKET SQUARE_HONEY BUN_MEGA_4.75 OZ_36/CS_CLEAR PLASTIC WRAP_	\$1.75
6051	EA	MARKET SQUARE_DONUT_STICKS_10 OZ_6/BX 16BX/CS_PAPER BOX_	\$0.84
6052	EA	MARKET SQUARE_Peanut BUTTER WAFER_2PK_12 OZ_6/BX 24BX/CS_PAPER BOX_	\$0.73
6055	EA	MARKET SQUARE_CAKE_SWISS ROLL_12 OZ_6/BX 24BX/CS_PAPER BOX_	\$0.80
6060	EA	MARKET SQUARE_CUPCAKES_CHOC CREME_4 OZ_36/CS_PLASTIC OVERWRAP_	\$1.75
6069	EA	MARKET SQUARE_WAFER_SF STRAWBERRY CREME_2.75 OZ_48/CS_CLEAR PLASTIC OVER	\$1.56
6071	EA	MARKET SQUARE_COOKIES_ICED OATMEAL_6 OZ_46/CS_CLEAR PLASTIC BAG_	\$1.42
6072	EA	MARKET SQUARE_COOKIES_CHOC CHIP_6 OZ_46/CS_CLEAR PLASTIC BAG	\$1.35
6073	EA	MARKET SQUARE_COOKIES_CHOC CHIP_16 OZ_12/CS_CLEAR PLASTIC OVERWRAP_	\$4.11
6074	EA	MARKET SQUARE_COOKIES_ICED OATMEAL_16 OZ_12/CS_CLEAR PLASTIC OVERWRAP_	\$3.75
6079	EA	MARKET SQUARE_COOKIES_CHOC CREME_14 OZ_12/CS_CLEAR PLASTIC OVERWRAP_	\$3.13
6087	SP	MALT O MEAL_INST OATMEAL_APPLE CINNAMON_1.23 OZ_200/CS_PKT	\$0.55
6510	EA	SQUEEZUM_MAYONNAISE_REGULAR_9 G_PK=STRIP, 12EA/PK, 600EA/CS_POUCH CLEAR	\$0.15

6513	EA	SQUEEZUM_MUSTARD_REGULAR_4.5 G_12EA/ST, 600EA/CS_POUCH CLEAR__	\$0.07
6514	EA	SQUEEZUM_KETCHUP_REGULAR_9 G_12EA/ST, 600EA/CS_POUCH CLEAR	\$0.07
6517	EA	SQUEEZUM_HOT SAUCE_7 G_PK=STRIP, 12EA/PK, 600EA/CS_POUCH CLEAR__	\$0.07
6538	EA	MARKET SQUARE_CAKE_CREAM CHEESE_4 OZ_48/CS_CLEAR PLASTIC WRAP__	\$1.60
6566	EA	PARAMOUNT_DRY MILK_INST NON FAT_10 OZ_12/CS_POUCH CLEAR RESEALABLE__	\$5.16
6616	EA	RALSTON_INST OATMEAL_REGULAR_.98 OZ_12/BX 12BX/CS_BOX__	\$0.40
6644	EA	MARUCHAN_RAMEN_CHICKEN LOW SODIUM_3 OZ_24/CS_PILLOW PK__	\$0.73
6645	EA	MARUCHAN_RAMEN_BEEF LOW SODIUM_3 OZ_24/CS_PILLOW PK__	\$0.76
6646	EA	MARUCHAN_RAMEN_CHILI LOW SO_3 OZ_24/CS__	\$0.73
6743	EA	ANDY CAPPS_HOT FRIES_ORIGINAL_0.85 OZ_72/CS_BAG__	\$0.65
7022	EA	KEEFE_FREEZE DRIED COFFEE_COLOMBIAN_3 OZ_24/CS_POUCH CLEAR RESEALABLE__	\$4.07
7024	EA	KEEFE_FREEZE DRIED COFFEE_DECAF COLOMBIAN_3 OZ_24/CS_POUCH CLEAR RESEALABLE__	\$5.16
7030	EA	KEEFE_DRINK MIX_ORANGE BREAKFAST_12 OZ_18/CS_POUCH CLEAR RESEALABLE__	\$3.85
7039	EA	KEEFE_HOT COCOA_REGULAR_10 OZ_18/CS_POUCH CLEAR RESEALABLE__	\$3.42
7040	EA	TANG_INST BREAKFAST DRINK_6 OZ_36/CS_POUCH CLEAR WINDOW__	\$2.29
7041	EA	KOOL AID_DRINK MIX_TROPICAL PUNCH_6 OZ_36/CS_POUCH CLEAR WINDOW__	\$2.18
7042	EA	KOOL AID_DRINK MIX_CHERRY_6 OZ_36/CS_POUCH CLEAR WINDOW__	\$2.11
7043	EA	KOOL AID_DRINK MIX_GRAPE_6 OZ_36/CS_POUCH CLEAR WINDOW__	\$2.11
7044	EA	CTRY TIME_DRINK MIX_LEMONADE_6 OZ_36/CS_POUCH CLEAR WINDOW__	\$2.15
7239	EA	MIDAMAR_BEEF SUMMER SAUSAGE_HALAL_5 OZ_40/CS_WRAPPER__	\$5.64
7495	EA	SWISS MISS_HOT COCOA MIX_RICH CHOC_9 OZ_18/CS__	\$3.31
7525	EA	KEEFE KITCHENS_RICE_INST BROWN_6.5 OZ_18/CS_POUCH CLEAR RESEALABLE__	\$2.22
7550	EA	MOON LODGE_Peanuts_ROASTED & SALTED_1.75 OZ_60/CS_BAG CLEAR WINDOW__	\$0.62
7551	EA	MOON LODGE_Peanuts_HOT HOT HOT_1.75 OZ_60/CS_BAG CLEAR WINDOW__	\$0.76
7637	EA	MOON LODGE_POTATO CHIPS_STUFFED JALAPENO_1.5 OZ_72/CS_BAG FOIL	\$0.69
7687	EA	CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_8 OZ_16/CS_BAG CLEAR WINDOW__	\$3.60
7689	EA	CHEETOS_CHEESE CRUNCHY__2 OZ_64/CS_BAG CLEAR WINDOW__	\$0.98
7690	EA	CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_1.75 OZ_64/CS_BAG CLEAR WINDOW__	\$0.91
7746	EA	LONGHORN_SNUFF_NATURAL FINE CUT_1.2 OZ_5/CS_PLASTIC CAN_TX	\$11.67
7758	EA	MOON LODGE_POPCORN_CARAMEL_3.53 OZ_60/CS_BAG CLEAR WINDOW__	\$1.20
7906	EA	BRIDGFORD_SAUSAGE_CHORIZO_3.5 OZ_30/CS_PLASTIC SLEEVE__	\$4.47
7914	EA	GOLDEN VALLEY_CRACKERS_SALTINE_16 OZ_4/BX 24BX/CS_PAPER BOX__	\$0.95
7935	EA	FRESH CATCH_MACKEREL FILLETS_IN BRINE_3.53 OZ_24/CS_POUCH__	\$2.04
7979	EA	GATORADE_DRINK MIX_FRUIT PUNCH_7.5 OZ_36/CS__	\$3.42
7989	EA	CACTUS ANNIES_CORN CHIPS_HOT_12 OZ_16/CS_BAG CLEAR WINDOW__	\$4.04
7990	EA	CACTUS ANNIES_CORN CHIPS_BBQ_12 OZ_16/CS_BAG CLEAR WINDOW__	\$4.04
7991	EA	CACTUS ANNIES_CORN CHIPS_REGULAR_13 OZ_16/CS_BAG CLEAR WINDOW__	\$3.67
7992	EA	CACTUS ANNIES_CHEESE CRUNCHY_HOT_9.5 OZ_20/CS_BAG CLEAR WINDOW__	\$2.95
7994	EA	CACTUS ANNIES_CHEESE PUFFS__2 OZ_60/CS_BAG CLEAR WINDOW__	\$0.98
7996	EA	CACTUS ANNIES_CHEESE CRUNCHY_REGULAR_11 OZ_20/CS_BAG CLEAR WINDOW__	\$3.02
7999	EA	CACTUS ANNIES_CORN CHIPS_HOT_1.5 OZ_125/CS_BAG CLEAR WINDOW__	\$0.69
9366	EA	QUAKER_GRANOLA BAR_CHOC CHIP_6.72 OZ_8/BX 12BX/CS__	\$0.91
9367	EA	QUAKER_GRANOLA BAR_VARIETY_6.72 OZ_8/BX 12BX/CS__	\$0.98
9474	EA	VISTA_CRACKERS_SALTINE BULK_4 OZ_36/CS_PLASTIC	\$0.84
9590	EA	CHEEZ-IT_CRACKERS_1.5 OZ_60/CS__	\$0.69
9703	EA	FRESH CATCH_MACKEREL_SRIRACHA HOT CHILI SAUCE_3.53 OZ_24/CS_POUCH_LOW FA	\$1.96
9713	EA	KOOL AID_DRINK MIX_WATERMELON/STRAWBERRY_12 OZ_18/CS_POUCH CLEAR RESEAL	\$3.75
9771	EA	SEVILLA_REFRIED BEANS_SPICY_8 OZ_18/CS_POUCH CLEAR RESEALABLE__	\$2.80
9783	EA	SEVILLA_REFRIED BEANS_REGULAR_8 OZ_18/CS_POUCH CLEAR RESEALABLE__	\$2.69
10044	EA	RALSTON_OATMEAL_VARIETY_13.5 OZ_10/BX 12BX/CS__	\$0.55
10055	EA	MARKET SQUARE_COOKIES_Peanut BUTTER CREMES_6 OZ_24/CS_PLASTIC BAG__	\$1.56
10057	EA	MARKET SQUARE_COOKIES_VANILLA CREMES_6 OZ_24/CS_PLASTIC BAG__	\$1.53
10058	EA	MARKET SQUARE_COOKIES_DUPLEX CREMES_6 OZ_24/CS_PLASTIC BAG__	\$1.56
10243	EA	KEEFE_COFFEE_ALTURO BLEND_3 OZ_24/CS__	\$3.24
10244	EA	KEEFE_COFFEE_COLOMBIAN BLEND_3 OZ_24/CS__	\$3.20
10295	EA	LOBO_TORTILLAS_YELLOW CORN_8.4 OZ 12CT_36/CS_BAG CLEAR__	\$2.00
10359	EA	GOLDEN VALLEY_CEREAL_RAISIN BRAN_20 OZ_12/CS__	\$6.00
10361	EA	GOLDEN VALLEY_CEREAL_FROSTED FLAKES_20 OZ_12/CS__	\$6.00

10362	EA	GOLDEN VALLEY_CEREAL_BERRIES BUNCH O KRUNCH_20 OZ_12/CS_	\$6.00
10364	EA	GOLDEN VALLEY_CEREAL_HONEY NUT TOASTED OATS_20 OZ_12/CS_	\$6.00
10365	EA	GOLDEN VALLEY_CEREAL_FRUIT ROLL_20 OZ_12/CS_	\$6.00
10446	EA	FRITOS_CORN CHIPS_CHILI CHEESE_2 OZ_64/CS_BAG CLEAR WINDOW_	\$0.98
10513	EA	DORITOS_TORTILLA CHIPS_NACHO CHEESE_1.75 OZ_64/CS_BAG CLEAR WINDOW_	\$0.98
10547	EA	KELLOGGS_TOASTER PASTRIES_STRAWBERRY_3.38 OZ_6/BX 72EA/CS_2 PK	\$1.02
10551	EA	QUAKER_INST OATMEAL_VARIETY PK_15.1 OZ_10/BX 12BX/CS_	\$0.65
10742	EA	KELLOGGS_TOASTER PASTRIES_BROWN SUGAR CINNAMON_3.38 OZ_12BX/CSM 72EA/CS	\$1.13
10911	EA	MADE W/PHILLY_CREAM CHEESE_W/JALAPENOS_2 OZ_184/CS_	\$1.31
10928	EA	TOAST EMS_TOASTER PASTRIES_STRAWBERRY_11 OZ_3/BX 12BX/CS_	\$1.27
10931	EA	KEEFE KITCHENS_INST POTATOES_4 OZ_24/CS_	\$2.22
20024	EA	CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE_	\$1.13
20025	EA	CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE_	\$1.05
20028	EA	CRAWFORD_LOTION_SKIN CARE_4 OZ_72/CS_CLEAR BOTTLE_	\$1.02
20032	EA	CRAWFORD_SHAMPOO_DANDRUFF RINSE_4 OZ_72/CS_CLEAR BOTTLE_	\$2.15
20033	EA	CRAWFORD_LOTION_COCOA BUTTER_4 OZ_72/CS_CLEAR BOTTLE_	\$1.13
20056	EA	NEW DAY_BABY OIL_14 OZ_12/CS_CLEAR BOTTLE_	\$4.73
20068	EA	MENNEN SPEED STICK_ANTIPERSPIRANT DEODORANT_ULTIMATE SPORT_3 OZ_12/CS_STI	\$5.89
20114	EA	DOVE_SOAP_SENSITIVE UNSCENTED_3.75 OZ_72/CS	\$4.73
20188	EA	FRESHSCENT_SHAMPOO & CONDITIONER_.34 OZ_1000/CS_PKT_	\$0.11
20200	EA	SULFUR 8_CONDITIONER_MEDICATED HAIR & SCALP_2 OZ_12/CS_	\$7.09
20204	EA	SULFUR 8_SHAMPOO_MEDICATED_7.5 OZ_12/CS_	\$7.67
20208	EA	BIC_RAZOR_1 BLADE DISPOSABLE_1000/CS_	\$0.22
20211	EA	AVIATOR_PLAYING CARDS_POKER_12/CS_	\$3.75
20222	EA	BIC_PEN_ROUND STICK_12/CS_BLUE_	\$0.25
20223	EA	BIC_PEN_ROUND STICK_12/CS_BLACK_	\$0.25
20225	EA	BIC_PEN_CRYSTAL_10/CS_BLACK_	\$0.44
20239	EA	UNISOURCE_ENV_#6_3/4_500/CS_BOX_	\$0.07
20240	EA	UNISOURCE_ENV_#10_500/CS_BOX_WHITE_	\$0.07
20241	EA	TOPS_PAPER_SKETCH PAD_8.5 X 11 50 SHEET_50/PD 72PD/CS_BOX_WHITE_	\$0.04
20243	EA	UNISOURCE_ENV_NO CLASP_9.5 X 12.5_500/CS_BOX_BROWN_	\$0.36
20251	EA	SANFORD_ERASER_BEVELED_36/CS_PINK_	\$0.84
20252	EA	OFCMATE_PENCIL SHARPENER_TWIN_12/CS_	\$1.05
20253	EA	BECKER GLOVE_MIRROR_ACRYLIC_6 IN X 4.5 IN_36/CS_	\$4.69
20256	EA	BECKER GLOVE_ADDRESS BOOK_HARD COVER_SMALL 3.75" X 2.65" X .025"_36/CS	\$2.40
20266	EA	CRAWFORD_SHOWER SHOE_DELUXE_LARGE SZ 9_36/CS_BOX_	\$7.49
20267	EA	CRAWFORD_SHOWER SHOE_DELUXE_XL SZ 10_36/CS_BOX_	\$4.95
20268	EA	CRAWFORD_SHOWER SHOE_DELUXE_SMALL SZ 7_36/CS_BOX_	\$4.87
20269	EA	CRAWFORD_SHOWER SHOE_DELUXE_2XL SZ 11_36/CS_BOX_	\$7.53
20273	EA	BECKER GLOVE_SOAP DISH_2 PIECE_12/CS_	\$1.27
20275	EA	BECKER GLOVE_TOOTHBRUSH HOLDER_2 PIECE_12/CS_	\$0.95
20281	EA	CRAWFORD_MIRROR_ACRYLIC NO MAGNET_36/CS_	\$4.29
20293	EA	TRIM_NAIL CLIPPER_NO FILE_24/CS_BLISTER CARD_	\$0.73
20299	EA	WEBSTER_DICTIONARY_ENGLISH SPANISH_48/CS_BOX_	\$3.27
20312	EA	EFFERGRIP_DENTURE ADHESIVE_2.5 OZ_12/CS_BOX_	\$9.35
20319	EA	NEW DAY_PETROLEUM JELLY_3.75 OZ_12/CS_CLEAR JAR_	\$1.60
20329	EA	HERITAGE_ANTIFUNGAL POWDER_MED TOLNAFTATE 1%_3 OZ_24/CS_CORNSTARCH	\$3.42
20332	EA	MEAD_FILE_EXPANDABLE WALLET_24/CS_LEGAL SIZED BOX	\$4.18
20380	EA	LUSTERS_OIL_LUSTER MOIST_8 OZ_12/CS_PINK_	\$11.82
20406	EA	LEADING EDGE_PAPER_PREMIUM INK JET PAPER_8.5 X 11 200 CT_200/PK 6PK/CS_REAM	\$0.07
20420	EA	CRAWFORD_SHAMPOO_BALSAM & PROTEIN_12 OZ_12/CS_CLEAR BOTTLE_	\$3.05
20421	EA	CRAWFORD_CONDITIONER_BALSAM & PROTEIN_12 OZ_12/CS_CLEAR BOTTLE_	\$2.87
20454	EA	FRESHMINT_TOOTHPASTE_1.5 OZ_144/CS_	\$0.62
20455	EA	FRESHSCENT_SOAP_DEODORANT S1_.85 OZ_500/CS_#1	\$0.22
20460	EA	FRESHMINT_TOOTHPASTE_.6 OZ_144/BX 5BX/CS_	\$0.33
20462	EA	NEW WORLD IMPORTS_PENCIL_GOLF TYPE_144/CS_	\$0.07
20463	EA	FRESHSCENT_SOAP_DEODORANT_3 OZ_72/CS_	\$0.76
20474	EA	NEW WORLD IMPORTS_SHOWER CAP_500EA/BX, 2000EA/CS_	\$0.18

20480	EA	TEK_TOOTHBRUSH_PRO SOFT_12/PK 6PK/CS	\$0.84
20481	EA	TEK_TOOTHBRUSH_PRO_MEDIUM_12/PK 6PK/CS	\$0.91
20501	EA	SINGER_SEWING KIT_NO SCISSORS_12/CS_BOX	\$3.78
20512	EA	PRO GLO_POMADE_GEL_4 OZ_24/CS	\$5.35
20520	EA	PRESSMAN_TOY_CHECKER SET_W/BOARD_12/CS	\$8.84
20522	EA	PRESSMAN_TOY_CHESS SET_W/BOARD_12/CS	\$11.42
20524	EA	PRESSMAN_TOY_DOMINOES_DBL 6 WOODEN_12/CS_NO CS	\$5.27
20545	EA	GOODSENSE_COUGH DROPS_CHERRY_24/CS_RESEALABLE BAG 30 CT	\$1.85
20571	EA	FRESHSCENT_SHAVE CREAM_.25 OZ_1000/CS_PKT	\$0.11
20577	EA	GEN_SPOON_ALL PURPOSE 5.87 IN_1000/CS	\$0.07
20640	EA	ULTRA BRITE_TOOTHPASTE_ADVANCED WHITENING_6 OZ_24/CS	\$3.27
20641	EA	LADY SPEED STICK_ANTIPERSPIRANT DEODORANT_SHOWER FRESH INVISIBLE DRY_1.4 OZ	\$4.00
20653	EA	UNISOURCE_ENV_CLASP_9.5 X 12.5_100/BX 5BX/CS_BROWN	\$0.36
20654	EA	NEW DAY_PETROLEUM JELLY_1 OZ_48/CS_TUBE	\$0.80
20656	EA	TRIM_NAIL CLIPPER_NO FILE_36/CS	\$0.47
20659	EA	TRIM_TOENAIL CLIPPER_NO FILE_36/CS	\$1.16
20663	EA	BIC_PENCIL_MECHANICAL_12/CS	\$0.69
20691	EA	MEAD_ENV_#10_50/BX 24BX/CS_BOX 50 CT	\$0.07
20692	EA	MEAD_PAPER RULED WIRELESS NOTEBOOK_80 CT 8 X 10.5 NOTEBOOK_24/CS_BOX	\$3.56
20693	EA	MEAD_PAPER RULED_200 CT 8 X 10.5 FILLER_24PK/CS_REAM	\$0.04
20713	EA	GOODSENSE_EYE DROPS_REGULAR_.5 OZ_12/CS_24 PER MASTER CASE	\$3.75
20714	EA	GOODSENSE_ARTIFICIAL TEARS_.5 OZ_12/CS_BOX_24 PER MASTER CASE	\$4.11
20758	EA	HAVE A HANK_HANKY_SINGLE_24/CS_WHITE	\$1.75
20841	EA	GOODSENSE_SUNSCREEN LOTION_SPF 30_4 OZ_12/CS	\$7.42
20933	EA	DIAL_SOAP_ANTIBACTERIAL BAR_4 OZ_72/CS_CLEAR WRAPPER TRANSLUCENT	\$2.87
21000	EA	QUILL_POCKET FOLDER_NO METAL_25/CS_WHITE	\$0.87
21017	EA	COOL WAVE_TOOTHPASTE_GEL FRESH MINT_4 OZ_48/CS_CLEAR TUBE GREEN CLEAR	\$2.00
21065	EA	PREFERENCE_MAXI PAD_REGULAR_24 CT_24/BX 12BX/CS	\$0.22
21121	EA	ULTRA SURF_LAUNDRY DETERGENT_POWDER COIN_2 OZ_100/CS	\$0.98
21126	EA	MENNEN SPEED STICK_ANTIPERSPIRANT DEODORANT_GEL ULTIMATE SPORT_3 OZ_12/CS	\$5.89
21175	EA	HIGH TIME_BUMP STOPPER_REGULAR_.5 OZ_12/CS	\$6.98
21176	EA	BUMP STOPPER_RAZOR BUMP TREATMENT_DBL STRENGTH_.5 OZ_12/CS	\$8.40
21288	EA	LOOPS_FLOSS LOOPS_MINT_144/CS_30 PK	\$7.42
21299	EA	JUSTICE PACKAGING_PEN_SECURITY_100/BX 10BX/CS_BLACK	\$0.40
21330	EA	ESSENDANT_TOILET PAPER_1 PLY_96/CS_1000 SHEETS	\$2.07
21375	EA	SECURITAS_TOOTHBRUSH_NO SHANK FINGERTIP_1000/CS	\$1.49
21421	EA	MOORE MEDICAL_ALLERGY_GENERIC CHLOR TRIMEN_250PK/CS_BOX	\$0.11
21487	EA	IRISH SPRING_SOAP_ORIGINAL SCENT_3.2 OZ_3EA/PK, 72EA/CS	\$1.49
21497	EA	NEW WORLD IMPORTS_TOOTHBRUSH_ANTISHANK_1/SP 1SP/EA 1/EA 72/CS	\$0.18
21559	EA	WEST BEND_HOT POT_600 WATTS_4/CS_CLEAR	\$55.13
21675	EA	ION3_BATTERIES_AA ALK_4/PK 50PK/CS_CLEAR	\$0.47
21676	EA	ION3_BATTERIES_AAA ALK_4/PK 50PK/CS_CLEAR SHRINK WRAP	\$0.40
21693	EA	NEW DAY_IBUPROFEN_200 MG_24/CS_CLEAR PLASTIC BOTTLE 50 CT	\$4.33
21694	EA	NEW DAY_ALLERGY MALEATE_4 MG_24/CS_CLEAR PLASTIC 24 CT	\$2.25
21725	EA	CRAWFORD_DEODORANT_PUSH UP_.5 OZ_144/CS_STICK_CLEAR	\$0.87
21762	EA	VIJON_CHEST RUB_MEDICATED_3.53 OZ_12/CS	\$3.16
21788	EA	HERITAGE_LAUNDRY DETERGENT_POWDER 8 LOAD_14.4 OZ_24/CS	\$2.76
21899	EA	PLAYTEX_TAMPON_UNSCENT REG GENTLE GLIDE_20 CT_20EA/BX, 12BX/CS	\$0.69
21926	EA	SUAVE_LOTION_ADVANCED W/MULTI VITAMIN_10 OZ_6/CS	\$6.11
21952	EA	NEW DAY_COTTON SWAB_24/CS_RESEALABLE POUCH 100 CT	\$1.49
21979	EA	GOODSENSE_NASAL SPRAY_LIKE AFRIN_1 OZ_6EA/BX, 72EA/CS	\$4.55
21984	EA	GOODSENSE_SALINE NASAL SPRAY_LIKE OCEAN NASAL MIST_1.5 OZ_6/CS_72 PER MASTE	\$3.53
21986	EA	GOODSENSE_CONTACT SOLUTION_MULTIPURPOSE NO RUB_12 OZ_24/CS	\$10.00
22096	EA	NEXT 1_SOAP_COCOA BUTTER BAR_5 OZ_80/CS_CLEAR PLASTIC	\$1.35
22097	EA	NEXT 1_SOAP_MOISTURIZING BAR_5 OZ_80/CS_CLEAR PLASTIC_WHITE	\$1.42
22098	EA	NEXT 1_SOAP_ANTIBACTERIAL SPORT BAR_5 OZ_80/CS_CLEAR PLASTIC	\$1.16
22113	EA	TAMPAX_TAMPON_REGULAR_10 CT_48/CS_BOX_WOMENS	\$6.91
22317	EA	PROTECTION_RAZOR_TWIN BLADE DISPOSABLE_10EA/PK 720EA/CS	\$0.25

22318	EA	PROTECTION_AFTER SHAVE_GEL_7 OZ_24/CS_CLEAR TUBE_	\$4.11
22319	EA	PROTECTION_SHAVE CREAM_BRUSHLESS_7 OZ_24/CS_CLEAR TUBE_WHITE_	\$4.07
22376	EA	NEW DAY_BABY POWDER_CORNSTARCH_4 OZ_24/CS	\$2.58
22600	EA	CRAWFORD_FLIP FLOP_V STRAP_MEDIUM_72/CS	\$2.00
22601	EA	CRAWFORD_FLIP FLOP_V STRAP_LARGE_72/CS	\$2.33
22602	EA	CRAWFORD_FLIP FLOP_CROSS STRAP_SMALL_72/CS	\$2.51
22603	EA	CRAWFORD_FLIP FLOP_CROSS STRAP_MEDIUM_72/CS	\$3.31
22604	EA	CRAWFORD_FLIP FLOP_CROSS STRAP_LARGE_72/CS	\$3.27
22610	EA	CRAWFORD_SLIP ON SHOE_W/ADJUSTABLE VELCRO STRAP_SMALL_36/CS_BLACK_	\$5.31
22611	EA	CRAWFORD_SLIP ON SHOE_W/ADJUSTABLE VELCRO STRAP_MEDIUM_36/CS_BLACK_	\$6.91
22612	EA	CRAWFORD_SLIP ON SHOE_W/ADJUSTABLE VELCRO STRAP_LARGE_36/CS_BLACK_	\$7.56
22613	EA	CRAWFORD_SLIP ON SHOE_W/ADJUSTABLE VELCRO STRAP_XL_36/CS_BLACK_	\$7.60
22614	EA	CRAWFORD_SLIP ON SHOE_W/ADJUSTABLE VELCRO STRAP_2XL_36/CS_BLACK_	\$7.85
22615	EA	CRAWFORD_FLIP FLOP_CROSS STRAP_XL_72/CS	\$3.35
22661	EA	DARK & LOVELY_RELAXER KIT_MOIST SEAL SHEA BUTTER_6/CS	\$18.18
22717	EA	GOODSENSE_TUSSIN_COUGH FORMULA_4 OZ_6EA/PK, 48EA/CS	\$4.55
22718	EA	GOODSENSE_TUSSIN_DM COUGH FORMULA_4 OZ_6EA/PK, 48EA/CS	\$4.51
22814	EA	ADVIL_IBUPROFEN_TABLETS_12/CS_BLISTER PK UPC CODED 2 PK	\$1.31
22895	EA	TYLENOL_ACETAMINOPHEN_EXTRA STRENGTH_2 PK_12/CS_BLISTER PK UPC CODED	\$1.49
22901	EA	GEN_PHOTO ALBUM_HARD COVER_LARGE 24 PAGES_36/CS_BOX	\$3.85
22948	EA	ANTI SHANK_RAZOR_ANTI SHANK_1000/CS	\$0.47
22949	EA	SOFTEE_HAIR DRESS_BERGAMOT_5 OZ_12/CS_CLEAR JAR_BLUE_	\$3.13
22950	EA	SOFTEE_CONDITIONER_BERGAMOT_5 OZ_12/CS_CLEAR JAR_GREEN_	\$3.13
22951	EA	SOFTEE_CONDITIONER_COCONUT OIL_5 OZ_12/CS_CLEAR JAR	\$3.13
22952	EA	SOFTEE_HAIR FOOD_W/VIT E_5 OZ_12/CS_CLEAR JAR	\$3.13
22957	EA	GEN_PEN_FLEX_500/CS	\$1.02
22963	EA	ALKA SELTZER PLUS_PAIN RELIEF_PLUS COLD_12/CS_BLISTER PK UPC CODED 2 PK	\$1.67
22964	EA	ALKA SELTZER_PAIN RELIEF_TABLETS_12/CS_BLISTER PK UPC CODED 2 PK	\$1.20
22982	EA	GOODSENSE_LORATIDINE_10 MG LIKE CLARITIN_24/CS	\$4.18
22998	EA	SHEFFIELD LABS_ORAL PAIN RELIEF_GEL MAX STRENGTH_.33 OZ_24/CS	\$2.80
24122	EA	GOODSENSE_COUGH DROPS_HONEY LEMON_24/CS_RESEALABLE BAG 30 CT	\$1.82
24125	EA	FRESHMINT_DENTURE TABLET_40/BX 24BX/CS_40 CT	\$0.11
24126	EA	CAREALL_ATHLETE FT CREAM_1% TOLNAFTATE_.5 OZ_24EA/BX, 72/CS	\$1.71
24214	EA	WEBSTER_DICTIONARY_POCKET_40/CS_BOX	\$10.22
24222	EA	SHEFFIELD LABS_ANTIFUNGAL CREAM_CLORTRIMAZOLE_1.25 OZ_24/CS	\$4.07
24409	EA	MAGIC SHAVE_SHAVE CREAM_REGULAR_6 OZ_6/CS	\$8.80
24525	EA	GEN_NON ASPIRIN_EXTRA STRENGTH 500 MG_250/CS_2 PK	\$0.18
24526	EA	MCKESSON_ACETAMINOPHEN_NON ASPIRIN REGULAR 325MG_250/CS_2 PK	\$0.18
24573	EA	QUILL_PENCIL_#2 W/ERASER_12/CS	\$0.22
24638	EA	MAGIC SHAVE_SHAVE POWDER_GOLD PLEASANT SCENT_4.5 OZ_6/CS	\$5.56
24644	EA	MAGIC SHAVE_SHAVE POWDER_BLUE REGULAR STRENGTH_5 OZ_6/CS	\$5.56
24711	EA	GEN_BOOK_WORD FIND_72/CS_BOX	\$2.22
24723	EA	CAREALL_HYDROCORTISONE CREAM_MAX STRENGTH 1%_1 OZ_72/CS	\$2.91
24725	EA	CAREALL_MUSCLE RUB_LIKE BENGAY_3 OZ_12/BX 6BX/CS	\$4.62
24726	EA	CAREALL_OINTMENT_TRIPLE ANTIBIOTIC_1 OZ_24/PK 3PK/CS	\$4.40
24755	EA	FRESHSCENT_BABY OIL_4 OZ_60/CS_CLEAR BOTTLE_CLEAR	\$1.78
24892	EA	D. D. BEAN & SONS_MATCHES_PLAIN BOOK_50/BX 40BX/CS_BOOK	\$0.07
24936	EA	ELEMENTZ_SHAMPOO_THICK_15 OZ_12/CS	\$3.09
24938	EA	ELEMENTZ_SHAMPOO_DANDRUFF ALMOND SHEA_15 OZ_12/CS	\$2.80
24939	EA	ELEMENTZ_CONDITIONER_ALMOND/SHEA_15 OZ_12/CS	\$2.73
24941	EA	ELEMENTZ_GEL_FIRM HOLD_15 OZ_12/CS	\$3.53
24942	EA	ELEMENTZ_BODY WASH_3 IN 1 COCO LIME_15 OZ_12/CS	\$2.55
24943	EA	ELEMENTZ_BODY WASH_SEA MINERALS_15 OZ_12/CS	\$2.65
24967	EA	INFUZED_LOTION_DLY BDY COCONUT LIME_15 OZ_12/CS	\$2.69
24968	EA	INFUZED_LOTION_COCOA SHEA BODY_15 OZ_12/CS	\$2.95
26147	EA	GOODSENSE_BANDAGE_SHEER_.75 X 3 IN 10 CT_10/BX 72BX/CS	\$0.15
26346	EA	AJAX_DISH LIQUID_LEMON_14 OZ_20/CS	\$2.69
29015	EA	GALLANT_BIRTHDAY CARD_PAPER_6/CS	\$0.84

29016	EA	GALLANT_BIRTHDAY CARD_ACETATE_6/CS	\$1.02
29017	EA	GALLANT_GET WELL CARD_PAPER_6/CS	\$0.84
29018	EA	GALLANT_GET WELL CARD_WOOD WIND_6/CS	\$1.02
29019	EA	HOL-GALLANT_CHRISTMAS CARD_PLAIN PAPER_6/CS	\$0.84
29020	EA	HOL-GALLANT_CHRISTMAS CARD_ACETATE_6/CS	\$1.05
29021	EA	GALLANT_FRIENDSHIP CARD_WOOD WIND_6/CS	\$1.02
29022	EA	HOL-GALLANT_VALENTINES DAY CARD_PAPER_6/CS	\$0.87
29023	EA	HOL-GALLANT_VALENTINES DAY CARD_WOOD WIND_6/CS	\$1.02
29024	EA	HOL-GALLANT_EASTER CARD_PAPER_6/CS	\$0.91
29025	EA	HOL-GALLANT_EASTER CARD_WOOD WIND_6/CS	\$1.09
29026	EA	GALLANT_ANNIVERSARY CARD_WOOD WIND_6/CS	\$1.02
29027	EA	HOL-GALLANT_MOTHERS DAY CARD_PLAIN PAPER_6/CS	\$0.80
29028	EA	HOL-GALLANT_MOTHERS DAY CARD_ACETATE_6/CS	\$1.02
29029	EA	HOL-GALLANT_FATHERS DAY CARD_PAPER_6/CS	\$0.84
29030	EA	HOL-GALLANT_FATHERS DAY CARD_ACETATE_6/CS	\$1.02
29031	EA	HOL-GALLANT_THANKSGIVING CARD_6/CS	\$0.84
29033	EA	GALLANT_FRIENDSHIP CARD_PAPER_6/CS	\$0.84
29034	EA	GALLANT_BIRTHDAY CARD_JUVENILE_6/CS	\$0.84
29035	EA	HOL-GALLANT_VALENTINES DAY CARD_JUVENILE PAPER_6/CS	\$0.91
29036	EA	GALLANT_THANK YOU CARD_6/CS	\$0.84
29041	EA	GALLANT_SYMPATHY CARD_6/CS	\$0.84
29047	EA	HOL-GALLANT_HALLOWEEN CARD_PLAIN PAPER_6/CS	\$0.84
29070	EA	GALLANT_LOVE YOU CARD_6/CS	\$1.02
29071	EA	GALLANT_MISS YOU CARD_ACETATE_6/CS	\$1.02
29072	EA	GALLANT_THINKING OF YOU CARD_WOOD WIND_6/CS	\$1.02
29073	EA	GALLANT_BLANK CARD_PLAIN PAPER_6/CS	\$0.84
32049	EA	GEN_BATH TOWEL_COTTON_20 X 40_EA_POLY PK_WHITE	\$4.11
32099	EA	UNO_PLAYING CARDS_12/CS	\$13.67
32183	EA	GEN_TOOTHBRUSH_SHORT HANDLE_4 IN_1440/CS_WHITE	\$0.15
40601	EA	JOLLY RANCHER_CANDY_ASSORTED_3.7 OZ_48/CS_PLASTIC WRAPPED	\$2.07
40607	EA	CORNER STORE_CANDY_SOUR FRUIT BALLS_4.25 OZ_48/CS_PRINTED BAG	\$1.42
40615	EA	CORNER STORE_CANDY_SF WILD FRUIT_1.75 OZ_60/CS_PRINTED BAG	\$1.35
40677	EA	CORNER STORE_CANDY_ALL-STARS_3.75 OZ_48/CS_POUCH CLEAR	\$1.20
40713	EA	CORN NUTS_CORN NUTS_CHILE_1.4 OZ_144/CS_BAG	\$1.09
40714	EA	CORN NUTS_CORN NUTS_RANCH_1.4 OZ_144/CS_BAG	\$1.16
42166	KIT	MONTGOMERY CO_KIT_HYGIENE_1/KT	\$10.62
42635	KIT	ECTOR_KIT_STATIONERY_1/KT	\$8.51
42637	KIT	ECTOR_KIT_INDIGENT_1/KT	\$4.87
42677	KIT	LUBBOCK_KIT_INDIGENT_1/KT	\$2.62
819719	SP	SWEET MATE_SWEETENER_PINK_10 PK_120/CS_PLASTIC BAG	\$0.58
920905	EA	GEN_BRUSH_PALM_120/BX_10BX/CS_BLACK	\$0.65
961442	EA	COOL-OFF_DRINK MIX_FRUIT PUNCH_1000/CS_BULK	\$0.15
961443	EA	COOL-OFF_DRINK MIX_BLACK CHERRY_1000/CS_BULK	\$0.15
961444	EA	COOL-OFF_DRINK MIX_LEMONADE_1000/CS_BULK	\$0.15
961445	EA	COOL-OFF_DRINK MIX_ORANGE_1000/CS_BULK	\$0.15
80000104	KIT	GALLANT_SEASONAL GREETING CARD_1/EA	\$0.00
80000112	EA	NEW WORLD IMPORTS_COMB_5 IN_2160/CS_BLACK	\$0.04
80000149	EA	ALBERTO VO5_SHAMPOO_EXTRA BODY_12.5 OZ_6/CS	\$3.09
80000150	EA	ALBERTO VO5_CONDITIONER_EXTRA BODY_12.5 OZ_6/CS	\$3.09
80000211	EA	FRESH CATCH_MACKEREL FLAKES_IN CHILI OIL WITH JALAPENOS_3.53 OZ_24/CS_POUCH	\$2.15
80000400	EA	CROSSBAR_ELECTRONIC CIGARETTE_MENTHOL_10EA/BX, 100EA/CS	\$12.18
80000487	EA	ZEST_SOAP_AQUA PURE BAR_4 OZ_3EA/PK, 36EA/CS	\$2.44
80000495	EA	GOLDEN VALLEY_BAGEL_PLAIN_4 OZ_40/CS_IND WRAPPED	\$1.60
80000559	EA	GOODSENSE_HEMORRHOIDAL OINTMENT_2 OZ_6EA/PK, 24EA/CS	\$6.76
80000655	EA	PAMPA_OLIVE OIL_EXTRA VIRGIN_8.5 OZ_12/CS	\$4.80
80000659	EA	STAY FREE_MAXI PAD_SUPER_10 CT_12/CS_WOMENS	\$5.56
80000821	EA	NATURALIST_VITAMIN E_400 IU SOFTGEL_12/CS_150 CT	\$12.73
80000891	EA	MARUCHAN_VEGETABLE RAMEN_HOT & SPICY LOW SODIUM_3 OZ_24/CS_PILLOW PACK	\$0.73

80000963	EA	MOON LODGE_POTATO CHIPS_BUFFALO WING BLUE CHEESE_1.5 OZ_72/CS_BAG FOIL	\$0.69
80000977	EA	WALLACE PACKAGING_SPORK_MEDIUM WEIGHT PROPYLENE_1000/CS_IND WRAPPED_V	\$0.00
80000985	EA	WYLLERS LIGHT_LEMONADE_SF SINGLES TO GO_1.1 OZ_8EA/BX, 96/CS	\$0.36
80000991	EA	SCHULZE & BURCH_GRANOLA BAR_CRUNCHY OAT & HONEY_85/CS	\$0.84
80001046	EA	GRANDMAS_COOKIES_CHOC CHIP_2.5 OZ_60/CS	\$0.95
80001510	EA	CROWNING TOUCH_SALAD DRESSING_12 OZ_12/CS	\$3.38
80001536	EA	GOLDEN HARVEST_HONEY_GRADE A PURE_12 OZ_12/CS	\$8.11
80001586	EA	DIAL_ANTIPERSPIRANT DEODORANT_ROLL ON CRYSTAL BREEZE_1.5 OZ_48/CS	\$2.73
80001702	EA	GOODSENSE_DENTURE BRUSH_36/CS	\$2.73
80001716	EA	BRUSHY CREEK_SUMMER SAUSAGE_HOT & SPICY_1.625 OZ_100/CS	\$1.60
80001719	EA	BRUSHY CREEK_BEEF SUMMER SAUSAGE_5 OZ_72/CS	\$4.51
80001721	EA	BRUSHY CREEK_BEEF SUMMER SAUSAGE_HOT & SPICY_5 OZ_72/CS	\$4.51
80001724	EA	BRUSHY CREEK_TURKEY SUMMER SAUSAGE_HONEY BROWN SUGAR_5 OZ_72/CS	\$4.40
80001725	EA	BRUSHY CREEK_BEEF SUMMER SAUSAGE_11 OZ_24/CS	\$11.27
80001731	EA	WYLLERS_DRINK MIX_SF STRAWBERRY LEMONADE_.80 OZ_8EA/BX, 96/CSS	\$0.36
80001733	EA	WYLLERS_DRINK MIX_SF RASPBERRY LEMONADE_.63 OZ_8/BX, 96/CS	\$0.36
80001734	EA	WYLLERS_DRINK MIX_SF TEA W/LEMON_.47 OZ_8/BX, 96/CS	\$0.36
80002049	EA	NIAGARA_PURIFIED BOTTLED WATER_16.9 OZ_24/CS	\$0.51
80002091	EA	EFFERDENT_DENTURE CLEANSER_6/CS_BOX 102 CT	\$15.27
80002100	EA	GEN_COFFEE CUP_W/HANDLE_12 OZ_100/CS	\$2.58
80002196	EA	FRESHSCENT_SHAMPOO_TEARLESS_4 OZ_60/CS	\$1.13
80002463	EA	CACTUS ANNIES_PICANTE SAUCE_REGULAR_11 OZ_12/CS_PLASTIC BOTTLE	\$3.64
80002657	EA	AMCON_CONTACT LENS CASE_PLASTIC_CLEAR	\$0.51
80002769	EA	HEINZ_KETCHUP_14 OZ_16/CS	\$3.49
80002776	EA	COLGATE_TOOTHPASTE_GREAT FLAVOR ANTICAVITY_2.5 OZ_24/CS	\$2.33
80002783	EA	COLGATE_WHITENING TOOTHPASTE_BAKING SODA & PEROXIDE_6 OZ_24/CS_FROSTY MI	\$6.29
80002862	EA	IRISH SPRING_SOAP_ORIGINAL_3.75 OZ_1/PK, 24/CS	\$1.96
80002949	EA	AIM_CAVITY TOOTHPASTE_MINT GEL_5.5 OZ_24/CS	\$3.09
80002971	EA	GOLDEN VALLEY_CEREAL_CHOC FROSTED FLAKES_20 OZ_12/CS	\$6.00
80003084	EA	BRUSHY CREEK_CAJUN RICE_CHICKEN & SAUSAGE_8 OZ_24/CS	\$4.87
80003164	KIT	MCLENNAN COUNTY_KIT_INDIGENT_1/KT	\$10.11
80003305	EA	OREO_COOKIES_2.4 OZ_120/CS	\$1.24
80003351	EA	KING NUT_PEANUTS_HONEY ROASTED_2.5 OZ_60/CS	\$1.05
80003370	EA	KING NUT_SNACK MIX_CAJUN_3.5 OZ_48/CS	\$2.00
80003371	EA	KING NUT_SNACK MIX_HEALTHY_3.25 OZ_48/CS	\$1.67
80003372	EA	KING NUT_SNACK MIX_STUDENT MIX_3.75 OZ_48/CS	\$1.75
80003373	EA	KING NUT_SNACK MIX_TROPICAL_4 OZ_48/CS	\$1.93
80003392	EA	MOORE MEDICAL_IBUPROFEN_200 MG_200/CS_2 PK	\$0.29
80003408	EA	KING NUT_MIXED NUTS_W/PEANUTS_10 OZ_12/CS	\$6.47
80003663	EA	GALLANT_FRIENDSHIP LOVE CARD_PAPER_6/CS	\$0.84
80003665	EA	GALLANT_BIRTHDAY CARD SPANISH_PAPER_6/CS	\$0.76
80003671	EA	GALLANT_FRIENDSHIP LOVE CARD_SPANISH_6/CS	\$0.76
80003920	EA	SQUEEZUM_Peanut BUTTER_SQUEEZE_2 OZ_200/CS_POUCH	\$0.65
80004567	EA	MENNEN SPEED STICK_ANTIPERSPIRANT DEODORANT_FRESH SCENT_3 OZ_12/CS_TDCJ	\$5.89
80005308	EA	CHICKEN OF THE SEA_SMOKED CLAMS_IN OIL_3.53 OZ_24/CS_POUCH	\$2.40
80005515	EA	GAMESA_MARIAS COOKIES_4.94 OZ_24/CS	\$0.98
80005516	EA	FRESH CATCH_TUNA_W/JALAPENOS IN WATER_3.53 OZ_24/CS	\$2.25
80005523	BX	GOLDEN VALLEY_CRACKERS_SNACK_13.7 OZ_4EA/BX, 12BX/CS	\$4.80
80005604	EA	ENERGIZER_BATTERIES_AA-4 MAX_4EA/PK, 24PK/CS_BLIISTER CARD 4 PK	\$2.69
80005730	EA	CHATTANOOGA_MOON PIE_BANANA DBL DECKER_2.75 OZ_9EA/BX, 54EA/CS_PLASTIC OV	\$1.09
80005739	EA	DUCHESS_CINNAMON ROLL_4 OZ_48/CS	\$1.56
80005798	EA	CAREALL_TRIPLE ANTIBIOTIC OINTMENT_1 OZ_24/CS	\$4.44
80006094	EA	LEMONHEADS_REDIFIC_4 OZ_60/CS_BAG	\$1.71
80006232	EA	GEISS GOOD SENSE_PSYLLIUM POWDER_SUGAR FREE NATURAL ORANGE_15 OZ_6/CS	\$21.96
80006254	EA	KELLOGGS_CEREAL_FROSTED FLAKES_3.6 OZ_6/CS_POUCH	\$2.55
80006255	EA	KELLOGGS_CEREAL_FRUIT LOOPS_3.1 OZ_6/CS_POUCH	\$2.55
80006271	EA	MOON LODGE_POPCORN_WHITE CHEDDAR_5 OZ_16/CS_BAG FOIL	\$2.40
80006476	EA	GSK SENSODYN_TOOTHPASTE_EXTRA WHITENING_4 OZ_12/CS	\$19.35

80006701	EA	STYLES MANUFACTURING_HANGER_LIGHTWEIGHT TUBULAR_144/CS	\$0.76
80006850	EA	CLOVERHILL_CHEESE DANISH_STRAWBERRY_4.25 OZ_36/CS_CLEAR PLASTIC WRAP	\$1.71
80006851	EA	CLOVERHILL_CHEESE DANISH_BLUEBERRY_4.25 OZ_36/CS_CLEAR PLASTIC WRAP	\$1.75
80006870	EA	NATUREPLEX ZIT FREE_BENZOYL PEROXIDE_1 OZ_24/CS	\$2.33
80007067	EA	COLONNA BROTHERS_SPICE_GARLIC POWDER_2.5 OZ_12/CS_PLASTIC BOTTLE	\$2.00
80007068	EA	COLONNA BROTHERS_SPICE_RED PEPPER_1.76 OZ_12/CS_PLASTIC BOTTLE	\$1.85
80007090	EA	KEEFE_COFFEE_FREEZE DRIED_.053 OZ_2400/CS_SS	\$0.11
80007124	EA	ROSE ART_COLORED PENCILS_24 CT_3.5 IN_6PK/BX, 48PK/CS	\$5.45
80007143	KIT	UPSHUR COUNTY_KIT_COMBINE KIT_1/KT	\$4.04
80007156	EA	TX TITOS_JALAPENO PEPPERS_SS SLICED_1 OZ_300/CS	\$0.80
80007168	EA	GOODSENSE_STOMACH RELIEF BISMUTH_REGULAR STRENGTH LIQUID_8 OZ_12/CS_PINK	\$6.33
80007263	EA	COOL WAVE_DENTAL FLOSSER PICK_216PK/CS_35 CT	\$0.04
80007341	EA	AUSTIN_SANDWICH CRACKERS_PB ON CHEESE_8/BX, 12BX/CS_PLASTIC WRAPPED W/BOX	\$0.51
80007342	EA	AUSTIN_SANDWICH CRACKERS_TOASTED PB_8/BX, 12BX/CS_PLASTIC WRAPPED W/BOX	\$0.51
80007343	EA	AUSTIN_SANDWICH CRACKERS_CHEESE ON CHEESE_8/BX, 12BX/CS_PLASTIC WRAPPED W/BOX	\$0.51
80007503	EA	COLGATE_TOOTHPASTE_TOTAL CLEAN MINT_3.3 OZ_24/CS	\$6.84
80007677	EA	COOL WAVE_MOUTHWASH_ALCOHOL FREE_8 OZ_12/CS	\$1.96
80007963	EA	KEEFE_SUGAR_10//PK, 2000/CS	\$0.04
80008041	EA	CORNER STORE_CANDY_STARLIGHT MINTS_3.75 OZ_48/CS_BAG	\$1.24
80008044	EA	ORAFIX_DENTURE BATH_24/CS	\$2.36
80008056	EA	GOOD SENSE_LIP BALM_TROPICAL SPF 45_.15 OZ_48/CS	\$1.89
80008108	EA	CORNER STORE_CANDY_BUTTERSCOTCH DISCS_4.25 OZ_48/CS_BAG	\$1.45
80008111	EA	ROSE ART_COLORED PENCILS_12 CT_7 IN_48PK/CS	\$3.31
80008116	EA	KELLOGGS_POP TARTS_FROSTED BROWN SUGAR CINNAMON_13.5 OZ_12/CS	\$4.18
80008178	EA	NUTRIGRAIN_CEREAL BAR_STRAWBERRY_1.3 OZ_96/CS	\$0.69
80008220	EA	CHEEZ IT_CRACKERS_ORIGINAL_7 OZ_12/CS	\$3.49
80008310	EA	KAPPA BOOKS_BOOK_CROSSWORD PUZZLE_48/CS	\$2.18
80008355	EA	CACTUS ANNIES_PORK RINDS_HOT & SPICY_2 OZ_12/CS_CLEAR	\$1.93
80008379	EA	RAMEN EXPRESS_NOODLES_CHILI_3 OZ_24/CS_CLEAR	\$0.80
80008439	EA	CHICKEN OF THE SEA_MACKEREL FILLETS_IN OIL_3.53 OZ_24/CS	\$2.22
80008459	EA	NATUREPLEX_DOUCHE_VINEGAR & WATER_4.5 OZ_12/CS_TWIN PACK	\$2.95
80008460	EA	THREE A_PLAYING CARDS_144/CS	\$1.42
80008495	EA	POWER UP_ANTIPERSPIRANT DEODORANT_BLOOM_2.5 OZ_24/CS_CLEAR_WOMENS	\$2.95
80008517	EA	POWER UP_ANTIPERSPIRANT DEODORANT_DRIVE_2.5 OZ_24/CS_CLEAR	\$2.51
80008519	EA	POWER UP_DEODORANT_DRIVE_2.5 OZ_24/CS_CLEAR	\$2.55
80008520	EA	ROLAIDS_ANTACID_EXTRA STRENGTH MINT_3EA/PK, 36EA/SLEEVE, 216EA/CS_ROLL	\$1.64
80008566	EA	HORMEL_SPAM_SINGLE_2.5 OZ_12/CS	\$2.91
80008575	EA	HEREFORD_ROAST BEEF & GRAVY_10 OZ_12/CS	\$11.24
80008663	EA	BOARDROOM_PAPER_50 CT PAD_8.5 X 11_72PD/CS_WHITE	\$0.04
80008664	EA	BOARDROOM_PAPER_50 CT PAD_8.5 X 11_72PD/CS_YELLOW	\$0.04
80008676	EA	BOARDROOM_PAPER_50 CT PAD_5 X 8_144PD/CS_WHITE	\$0.04
80008684	EA	SUNDANCE_MULTIVITAMIN_ONE DAILY ESSENTIALS_60 CT_3EA/PK, 24EA/CS	\$5.93
80008839	EA	HEREFORD_BEEF CRUMBLES_SPICY_6 OZ_12/CS	\$6.18
80008840	EA	HEREFORD_BEEF CRUMBLES_SEASONED_6 OZ_12/CS	\$6.55
80008867	EA	MADE WITH KRAFT_CHEESE_JALAPENO_16 OZ_12/CS_SQUEEZE BOTTLE	\$6.55
80008893	EA	TRAILS BEST_BEEF STICK_BEEF & CHEESE_1 OZ_100/CS	\$1.49
80008894	EA	TRAILS BEST_BEEF STICKS_TWIN PACK_1 OZ_100 CS	\$1.56
80008895	EA	KEEFE KITCHENS_JELLY_GRAPE_20 OZ_12/CS	\$5.93
80008896	EA	KEEFE KITCHENS_JELLY_STRAWBERRY_20 OZ_12/CS	\$6.69
80008900	EA	GEISS GOODSENSE_MILK OF MAGNESIA_ORIGINAL_12 OZ_12/CS	\$5.67
80008920	EA	SOFTTEE_CURL ACTIVATOR_EXTRA DRY_8 OZ_6/CS_CLEAR JAR	\$2.22
80008954	EA	SUNDANCE_MULTIVITAMIN_W/ IRON_60 CT_24/CS	\$7.13
80008976	EA	CORNER STORE_CANDY_TONGUE TORCHERS_3 OZ_60/CS	\$1.05
80009093	EA	SUNDANCE_VITAMIN C_500 MG PLUS RH_90 CT_3EA/PK, 24EA/CS	\$6.15
80009158	EA	SUNDANCE_VITAMIN_B12 500 MCG_90 CT_3EA/PK, 24EA/CS	\$6.18
80009185	EA	CORNER STORE_CANDY_CHOOZ FRUIT CHEWS_3.25 OZ_60/CS	\$1.09
80009254	EA	SUAVE_ANTIPERSPIRANT DEODORANT_POWDER_1.2 OZ_12/CS	\$3.45
80009303	EA	MARKET SQUARE_COOKIES_VANILLA WAFERS_12 OZ_12/CS	\$3.05

80009305	EA	HALLS_COUGH DROPS_MENTHOLYPTUS_20EA/BX, 480EA/CS_WRAPPED STICK 9 CT ROLL	\$2.25
80009328	EA	MARKET SQUARE_HONEY BUN_ICED_4.75 OZ_36/CS_CLEAR PLASTIC WRAP_	\$1.75
80009543	EA	MADE WITH KRAFT_CHEESE SNACK_SHARP CHEDDAR_4 OZ_72/CS_CUP	\$1.49
80009544	EA	MADE WITH KRAFT_CHEESE SNACK_JALAPENO_4 OZ_72/CS_CUP	\$1.53
80009547	EA	KELLOGGS_CRACKERS_CLUB_12.5 OZ_12/CS_	\$4.73
80009556	EA	ATKINSON_CANDY_CHICK-O-STICK_1.6 OZ_288/CS_WRAPPED CLEAR_	\$2.07

# EXHIBIT "C"

## INSURANCE REQUIREMENTS