



NOTICE

September 12, 2023

R & R Distributing
Attn. Rene Lucio
5835 E. Texas Rd.
Edinburg, Texas 78539

Delivered via email: rrdistributing@sbcglobal.net
Term: October 19, 2023 – December 18, 2023

**Re: Commissary Supplies
60 Day Extension Contract C-20-231C-10-06**

Dear Mr. Lucio,

This letter is to notify you that Hidalgo County has chosen the option to exercise the sixty (60) day grace period extension under the same rates, terms, and conditions for the above referenced project. To proceed, please return the following to Hidalgo County Purchasing Department via email to yolanda.velasquez@co.hidalgo.tx.us no later than **2:00 p.m. on Wednesday, September 20, 2023:**

1. Certificate of Interest Parties – Form 1295 [Link to File Form \(state.tx.us\)](http://state.tx.us)
 - a. On box 3, please reference – **C-20-231C-10-06 sixty (60) Day Extension**
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners' Court meeting for approval. Failure to submit all items requested in a timely manner, may result in delay of award.

<u>Rene Lucio</u>	<u>[Signature]</u>	<u>09/18/2023</u>
Authorized Representative Name	Signature	Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Yolanda Velasquez, Contract Specialist II, at (956) 318-2626, extension 4881.

Sincerely,

[Signature]
Ignacio Amezcua MBA, CTCM, CTCD
Hidalgo County Purchasing Director

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Rene Lucio d/b/a R&R Distributing
 Edinburg, TX United States

Certificate Number:
 2023-1072607

Date Filed:
 09/18/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County Sheriff's Office

Date Acknowledged:
 09/26/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 C-20-231C-10-06 sixty(60) Day
 Commissary Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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Rene Lucio d/b/a R&R Distributing
 Edinburg, TX United States

Certificate Number:

2023-1072607

Date Filed:

09/18/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-20-231C-10-06 sixty(60) Day
 Commissary Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Rene Lucio, and my date of birth is [REDACTED].

My address is 5835 E. Texas Rd. (street), Edinburg (city), TX (state), 78542 (zip code), Hidalgo (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 18 day of September, 2023.
 (month) (year)

[Signature]
 Signature of authorized agent of contracting business entity
 (Declarant)

AT 11:13	FILED	A	M
OCT 21 2020			
ARTURO S. JORDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS			
BY			DEPUTY

REQUIREMENTS AGREEMENT
C-20-231(C)-10-06

THIS AGREEMENT (the "Agreement") is entered into effective the 18th day of October 2020 by and between R & R Distributing, ("Company") and HIDALGO COUNTY SHERIFF'S OFFICE ("County").

WHEREAS, County has solicited bids for the supply of required "Commissary Supplies" for Hidalgo Adult Detention Facility ("Jail") (on an as needed basis) (the "Products"), as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

WHEREAS, Seller has submitted a proposal to supply County's requirements in accordance with the specifications as bid, a copy of Request for Bids (RFB) Procurement Packet and Proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, County has determined that Seller has submitted the lowest and best bid to meet County's requirements for the Products, as herein after described.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** County agrees to purchase from Seller, and Seller agrees to sell and deliver to County, all of the Products that County may require as listed in Exhibit "B", for a period of one (1) year, and may be extended at the sole discretion of the County for an additional two (2) one (1) year term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term. This Contract shall commence on October 19, 2020 and expire on October 20, 2021 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. **Product Delivery.** When County determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by County in its Purchase Order.

3. **Consideration.** County agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

4. **License.** As a condition of this Agreement, Seller shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required

or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

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

r. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. 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.

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

County: HIDALGO COUNTY

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

Seller: R&R Distributing

By: _____
Printed Name: _____

ATTEST:

Arturo Guajardo, Jr.
Hon. Arturo Guajardo, Jr., County Clerk



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

By: David R. Cantu
David R. Cantu, Assistant District Attorney

APPROVED BY
COMMISSIONERS' COURT
ON: 10/6/20 rr