



NOTICE

September 13, 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-23-0147A-04-18**

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 \(state.tx.us\)](#)
 - a. On box 3, please reference – **C-23-0147A-04-18 - 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.

Rene Lucio

Authorized Representative Name

[Handwritten Signature]

Signature

09/17/2023

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,

[Handwritten 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**

Certificate Number:
2023-1072551

Date Filed:
09/17/2023

Date Acknowledged:
09/26/2023

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

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-23-0147A-04-18-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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2023-1072551

Date Filed:
 09/17/2023

Date Acknowledged:

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

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-23-0147A-04-18-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. Edinburg TX 78542 Hidalgo
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 17 day of September 2023.
(month) (year)

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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**REQUIREMENTS AGREEMENT
C-23-0147A-04-18**

THIS AGREEMENT (the "Agreement") is made and entered into this 18th day of April 2023, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "County"), and **Rene Lucio dba/R & R Distributing** ("Company").

WHEREAS, County requested responses to notices for Request for Sealed Quotes (RFSQ) for the supply of required "**(Commissary Supplies)**" for County (on an as needed basis) (**the "Products"**). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"** (the "Procurement Packet"), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to supply County's requirements in accordance with the specifications as bid. A copy of Company's response to the Procurement Packet attached hereto as **Exhibit "B"** (the "**Response**"), and incorporated herein for all purposes; and

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

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to provide the Products in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

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. County and Company hereby agree that this Contract is entered into in order to provide the Product to County on an as needed basis. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, County agrees to purchase from Company, and Company agrees to sell and deliver to County, all of the Products in accordance with specifications and terms contained in **Exhibit "A"** Procurement Packet and as listed in **Exhibit "B"** Company's Response that County may require for use by County in Hidalgo County projects. 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 Company a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Company to the location in Hidalgo County

specified by County in its Purchase Order. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or its designated agent. Company agrees in producing/delivering the Products, goods and/or services to use professional standards, comply with any and all appropriate laws and regulations and to devote such time as is necessary to safely and efficiently provide the same. County reserves the right to evaluate any products, goods and/or services provided by the Company and to reject the same if not in compliance with the specifications as provided in Exhibits "A" and "B". If the County finds it necessary to require changes in products, goods and/or work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** County agrees to purchase from Seller, and Seller Agrees to sell and deliver to County all of the Products listed on Exhibit "B" that County may require for use by County in Hidalgo County projects. **This Contract shall commence on April 20, 2023 and expire on October 18, 2023.** Hidalgo County also 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.

4. **Consideration.** County agrees to pay Company for each Purchase Order based on the prices set out in Exhibit "B". Company 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.

5. **License/Certifications.** As a condition of this Agreement, Company shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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. All persons in the employ of Company who operate trucks, vehicles or other equipment to perform Services 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, vehicles or other equipment in providing the Services.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances

APPROVED BY COMMISSIONERS' COURT ON April 18, 2023.

Agenda Item No. 90496


Executive Office: *MS*

VENDOR:
R & R DISTRIBUITING

COUNTY:
COUNTY OF HIDALGO, Texas



Rene Lucio, Ownere



Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios


ATTEST:





Robert Vina III (Apr 20, 2023 10:51 CDT)

Robert Viña III, ADA



Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

- A. Request for Sealed Quotes (RFSQ)
PROCUREMENT PACKET
- B. RESPONSE
- C. CERTIFICATE OF INSURANCE