

REQUEST FOR BIDS
RFB No.: 25-0672-01-23-05
COMMISSARY SUPPLIES

Acceptance Due Date: January 23, 2026 at 3:00 pm

Project Contact Information:

Pedro Cuadros, CTCD, Contract Specialist II
(956) 318-2626 Ext: 4859
pedro.cuadros@co.hidalgo.tx.us

REQUEST FOR BIDS
Commissary Supplies

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1. INVITATION LETTER

1.1. Summary

RELEASE DATE: Saturday, January 10, 2026

RESPONSE SUBMISSION DATE/TIME: Friday, January 23, 2026 at 3:00 pm

RE: HIDALGO COUNTY - REQUEST FOR BIDS

RFB NO.:25-0672-01-23-05 –Commissary Supplies

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications. All times referenced in this procurement packet are Central Standard Time – CST.

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

Sincerely,

Ignacio Amezcua, MBA, CTCM, CTCD

Hidalgo County Purchasing Director



1.2. Contact Information

Project Contact:

Olga Garza

Contracts Division Manager

2802 S. Business Highway 281

Edinburg, TX 78539

Email: olga.garza@co.hidalgo.tx.us

Phone: [\(956\) 318-2626](tel:(956)318-2626) Ext: 4882

Procurement Contact:

Pedro Cuadros, CTCD

Contract Specialist II

2812 S. Business Hwy. 281

Edinburg, TX 78539

Email: pedro.cuadros@co.hidalgo.tx.us

Phone: [\(956\) 318-2626](tel:(956)318-2626) Ext: 4859

Department:

Sheriff's Department

1.3. [Timeline](#)

Release Project Date	January 10, 2026
Question Submission Deadline	January 13, 2026, 5:00pm
Question Response Deadline	January 15, 2026, 5:00pm

<p>Bid Submission Deadline</p>	<p>January 23, 2026, 3:00pm</p> <p>(All times referenced in this procurement packet are Central Standard Time –CST)</p> <p>The bid opening is open to the public. Bid opening participants may attend the bid opening in person at the Hidalgo County Purchasing Department (or designated location) or via a live stream (link below) or by calling in on the day of the event. Please be advised, public attendance at any in-person Bid opening may be limited due to capacity and will be on a first-come-first-serve basis.</p> <p>Live stream: https://hidalgocounty.zoom.us/j/86775896463?pwd=_WC1qR8a6BraHHZavf9L2IJ7a3CfwAZ.1</p> <p>Meeting ID: 867 7589 6463</p> <p>Passcode: 165320</p> <p>Dial by your location: +1 346 248 7799 US (Houston)</p> <p>To find your local number: https://hidalgocounty.zoom.us/u/kb7e7EHQ96</p> <p>Join by SIP: 86775896463@zoomcrc.com</p>
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2. SUBMISSION DETAILS

2.1. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (**DO NOT** duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select only one (1) method to respond):

- A. Submit responses electronically via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx> on or before Friday, January 23, 2026, at 3:00 pm. **OR;**
- B. Submit one (1) hard copy and one (1) USB in original PDF format via personal hand-delivery or delivery service on or Friday, January 23, 2026, at 3:00 pm.

Any Proposal received after this deadline will not be accepted and will be returned unopened to the sender.

2.2. HAND DELIVERED SUBMISSION

When hand delivering the packet, Proposer should make sure that the package is stamped with the date and time received by the Hidalgo County Purchasing staff.

DELIVER TO:

US Postal Mail Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Pedro Cuadros, CTCD, Contract Specialist II
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

Physical Address:

- Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director
- ATTN: Pedro Cuadros, CTCD, Contract Specialist II
- Hidalgo County Purchasing Department
- Administration Building
- 2802 S. Business Hwy. 281
- Edinburg, Texas 78539

FIRM 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 one-sided on 8 ½” by 11” paper.
- One (1) hard copy, marked “ORIGINAL” and one (1) USB in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page.
- 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 firm’s name and the RFB number. Responses that are not identified with the RFB number on the outside, will be at risk of rejection.

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 within this solicitation. **For the hand delivery option, the solicitation packet can be found under the [#ATTACHMENTS](#) section:**

- A. Table of Contents
- B. Required Confirmations/Documents
 1. Legal Notice Declaration - **(Confirmation)**
 2. Bid Page - **(Document)**
 3. Insurance Requirements and Bid Bond Requirements
 - a. Proof of Insurance - **(Document)**
 - b. Insurance Requirement Acknowledgment - **(Confirmation)**
 - c. Bid Bond Acknowledgment - **(when applicable) (Document)**
 - d. Project Requirements Acknowledgment - **(Confirmation)**
 4. Conflict of Interest Questionnaire
 - a. CIQ Form - Copy of County Clerk File with fee receipt **(when applicable) (Document)**
 5. Vendor Acknowledgment, and HUB Declaration
 - a. Vendor Acknowledgment - **(Confirmation)**
 - b. HUB Declaration - **(Document)**
 6. Certification Regarding Debarment
 - a. Signed Certification - **(Document)**

- b. SAM.gov Registration Acknowledgment - **(Document)**
- c. Form 1295 - **(Document)**
- 7. Title VI Appendices
 - a. Title VI Appendices [A -E] - **(Confirmation)**
- 8. Required Contract Clauses For Contracts Under Federal Award
 - a. Byrd Anti-Lobbying Contract Clause - **(Document)**
 - b. 2 CFR 200 Certification - **(Document)**
- 9. FHWA 1273
 - a. FHWA 1273 **(Confirmation)**
- 10. Proposer's Affidavit - **(Document)**
- 11. Draft Agreement - **(Confirmation)**
- 12. References - **(Document)**
- 13. Addenda (when applicable; see Addenda under Legal Notice) - **(Confirmation)**
- 14. Company/Firm Response - **(Document)**
 - a. Cover Sheet
 - i. Company Name, Company Address, Company Phone Number
 - ii. Project Name: Commissary Supplies
 - iii. Procurement Number: 25-0672-01-23-05
 - iv. Opening Date: Friday, January 23, 2026
 - v. Opening Time: 3:00 pm

(Confirmation) = A confirmation is required for this section.

(Document) = A document submission is required for this section.

2.3. ELECTRONIC SUBMISSION

Hidalgo County Purchasing Department will only accept electronic responses that are submitted via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx>. The COUNTY will NOT accept telegraphic, emailed, nor responses submitted via facsimile.

*When submitting a response electronically, the firm will be required to complete all the sections found in this solicitation in order for the submission to be valid.

3. 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 solicitation. Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response 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 proposal package is complete.

3.1. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is seeking qualified respondents interested in providing services for the "Commissary Supplies". Bids will be received in accordance with the requirements attached hereto as "**Requirements/Specifications**". The response should address all requirements/specifications.

3.2. Pre-Bid Meeting

If there will be a Pre-Bid meeting the information will be included in Section 1 – Invitation Letter/Timeline.

3.3. AWARD

Hidalgo County may award the Bid on a lump sum basis to one (1) bidder or to multiple bidders, whichever is in the best interest of the County.

- a. Before awarding any contract, Hidalgo County Purchasing Department will verify, using the Federal System for Award Management (SAM) and the Texas Comptroller's Debarred Vendor List, that the offeror recommended for contract award has no unsatisfactory performance history that would prohibit awarding them a contract.
- b. The contract will be awarded to that responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to the county, price, and other factors considered. A responsible offeror is one who affirmatively demonstrates to the County that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive an award under the solicitation and laws or regulations applicable to this procurement.
- c. The County reserves the right to accept other than the lowest offer, reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.
- d. The County may accept any item or group of items of any offer unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in Pricing Schedule, offers may not be submitted for any quantities less than those specified, and the County reserves the right to make an award on any item for a

unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.

e. The County's execution of the Contract shall be deemed to result in a binding contract without further action by the offeror.

f. The County may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt unless the offer is withdrawn by written notice received by the County prior to award.

g. The County may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint, which the offeror can submit to the County.

3.4. TERM

It is intended that the initial contract term will be for one (1) year(s) commencing on the date approved by Commissioners Court; with the County's option to renew/extend for an additional two (2) one (1) year term, under the same rates, terms, and conditions.

3.5. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response and shall select only one (1) method to respond. Please see Section 2 – Submission Details above for submission options, procedures, and requirements. Any Proposal received after the provided deadline will not be accepted and will be returned unopened to the sender.

3.6. PROPOSAL OPENING STREAMING

Please find the proposal opening information included in Section 1 – Invitation Letter

3.7. HAND DELIVERED SUBMISSION

If Respondent chooses to hand deliver its submission, whether personally or via delivery service, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.8. ELECTRONIC SUBMISSION

If Respondent chooses to submit its response electronically, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.9. SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

3.10. QUESTIONS AND ANSWERS

Questions must be submitted via the PORTAL'S Question and Answer Tab (Q&A) no later than Tuesday, January 13, 2026, at 5:00 pm. Responses to properly submitted questions will be published in the

PORTAL and emailed to all planholders who are listed as a Follower in the PORTAL. Telephone inquiries will not be accepted.

3.11. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer 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 request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or proposal procedures must be received in writing via the PORTAL'S Q&A Tab by the deadline stated for Questions and Answers.

3.12. 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 Proposer 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.

3.13. WAIVING OF INFORMALITIES

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

3.14. 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.

4. 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. The Hidalgo County Purchasing Department webpage may be found at <https://www.hidalgocounty.us/143/Purchasing-Department>.

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. Referenced appendices may be subject to change.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/CountyAdministrative-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.

4.1. ACCEPTANCE OF SUBMISSION

Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror’s submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

4.2. 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.

4.3. 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**" 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.

4.4. 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.

4.5. 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.

4.6. AWARD

Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on "**Company/Firm Response**", 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.

4.7. 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:

4.7.1 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.

4.7.2 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.

4.7.3 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**". Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

4.7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th 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.

4.7.5 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.

4.7.6 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 <http://www.sam.gov> with their response.

4.7.7 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.

4.7.8 Disclosure of Conflict of Interest.

4.7.8.1 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.

4.7.8.2 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 prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

4.7.8.3 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. "**Proposer's Affidavit**" must be included in the response.

4.7.8.4 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.

4.7.8.5 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 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Hidalgo County Clerk contact information may be found at <https://www.hidalgocounty.us/161/CountyClerks-Office>. **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.

4.7.8.6 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 "**2 C.F.R. § 200**".

4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274. In accordance with changes to the law from the 87th 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.

4.7.10 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.

4.7.11 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, ignacio.amezcua@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.

4.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (CONTINUED)

4.8.1 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 "**HUB Declaration**".

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR200.321 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.

4.8.2 Independent Contractor. Offeror must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Offeror under a contract entered into by the parties. Notwithstanding the foregoing sentence, Offeror represents and maintains that Offeror is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Offeror does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Any contract entered into between the parties and the performance of the same does not create an agency relationship or master servant relationship. Offeror agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received under a contract. Offeror will incur no financial obligation on behalf of the County without prior written approval of the County. Offeror will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Offeror or its affiliates provide the Services, except as otherwise set forth in this packet and/or any contract entered into by the parties. Offeror agrees to not take any action that is detrimental to, or not in the best interest of the County.

4.8.3 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).

4.8.4 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 email 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.

4.8.5 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. Offeror agrees to comply with Title VI as may be required. The Hidalgo County Title VI Nondiscrimination Plan may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan>.

4.9. CONTRACT OBLIGATION

Before a contract becomes binding on Hidalgo County or the Offeror, it must be awarded by the Hidalgo County Commissioners Court, signed by the Hidalgo County Judge, funds for it must be certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order must be issued for it by the Hidalgo County Purchasing Department. 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.

4.10. 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.

4.11. 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.

4.12. 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.

4.13. COUNTY APPROVED HOLIDAYS

The Offeror is advised that official County business will not be conducted on approved County holidays. The link of approved holidays can be found on: <https://www.hidalgocounty.us/115/County-Holidays>.

4.14. 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.

4.15. 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.

4.15.1 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

4.15.2 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 "2 C.F.R. § 200 ". It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. INDEMNIFICATION

COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF

ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

4.20. 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.

4.21. 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 "**Insurance Requirements**"). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

4.22. 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.

4.23. 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 "**Company/Firm Response**". 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.

4.24. 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.

4.25. 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.

4.26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS

With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on "**Requirements/Specifications**". A prospective respondent, by submitting a response, represents to County that it meets the requirements listed. Respondent is required to advise the County of any change to information provided in its submitted response.

4.27. 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.

4.28. 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.

4.29. 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.

4.30. 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.

4.31. 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 to this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

4.32. 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 payon 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. Nocharges 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.

4.33. PROCEDURES FOR VENDOR PROTEST

Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: <https://www.hidalgocounty.us/143/Purchasing-Department>. The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.

4.34. PROCUREMENT PACKET FORM COMPLETION

When submitting procurement packet response, Respondents must follow the procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview. An authorized representative of the Offeror should complete all necessary response documentation. **Failure to complete required forms or provide required information and/or to follow procedures and/or requirements may be cause to reject the entire response.**

4.35. PROCUREMENT PACKET SUBMISSION

Offeror must comply with the following procurement packet submission procedures.

4.35.1 Offeror must submit all completed responses in accordance with the provisions, procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview by the date and time indicated therein. **Failure to follow packet submission requirements may be cause to reject the entire response. Late submissions will not be accepted for any reason.**

4.35.2 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.

4.36. 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, "**Vendor Acknowledgment**".

4.37. 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 "**Company/Firm Response**". 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.

4.38. 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.

4.39. 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.

4.40. REFERENCES

If applicable, 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. If Offeror has not had a project canceled, then please indicate so.** 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 "**Reference Form**". 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. If Offeror has not had a project canceled, then please indicate so.

4.41. 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 according to the instructions contained within this procurement packet.**

4.42. 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.

4.43. 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.

4.44. 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.

4.45. 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.

4.46. TERM OF CONTRACTS

If the contract is intended to cover a specific time period, the term will be specified in the "**Procurement Overview**". 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.

4.47. 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.

4.48. 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.

4.49. 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.

4.50. 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.

4.51. 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.

4.52. 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.

5. ELECTRONIC SUBMISSION DOCUMENTS

- Firms must complete the following sections.
- If the submission is electronic, please proceed with completing all sections. Required documentation will need to be downloaded, completed, and uploaded.
- If the submission is a hard copy, please print the entire packet and complete all sections manually. Required documentation will need to be printed, completed, and included as part of the submission.
- **Failure to submit a complete response may result in the rejection of the response as non-conforming.**

5.1. I confirm that I will be submitting my response electronically.*

Please confirm and proceed with the electronic submission requirements.

Please confirm

*Response required

5.2. LEGAL NOTICE DECLARATION*

TO: Ignacio Amezcua, MBA, CTCM, CTCD, Purchasing Director

ATTN: Pedro Cuadros, CTCD, Contract Specialist II

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: 25-0672-01-23-05 - Commissary Supplies

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.

Please confirm

*Response required

5.3. REQUIREMENTS/SPECIFICATIONS*

Refer to "**Requirements/Specifications**" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood, and agree with the "**Requirement/Specifications**".

Please confirm

*Response required

5.4. PROOF OF INSURANCE*

Insurance Requirements

Applicable to the Acquisition of Goods and/or Services

(Other than Professional Services)

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

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar (\$500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.
2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. **Uninsured/Underinsured motorist coverage** in an amount equal to the auto liability limits set forth immediately above;
4. **Workers Compensation Insurance:** Workers Compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.
- Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

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

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

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

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

PRODUCER: INSURED:	CONTACT NAME: _____ PHONE: _____ FAX: _____ ADDRESS: _____ INSURER(A) AFFORDING COVERAGE: _____ NAIC # _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
---------------------------	--

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

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

NO. / LTR	TYPE OF INSURANCE	AGENCY (State)	POLICY NUMBER	PLAC. OF (MM/DD/YYYY)	POLICY (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ _____ SCOPE OF WORK (PREMISES / OFFICE) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMBOP AGG \$ _____
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE OCCUR					
	GENL AGGREGATE LIMIT APPLIES PER					
	POLICY PERIOD LOG					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (E&A) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ UNEMPLOYMENT \$ _____
	ANY AUTO					
	ALL OWNED AUTOS					
	H-RENTED AUTOS					
	SCHEDULED AUTOS					
	NON-SCHEDULED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$ _____
	EXCESS LIAB					AGGREGATE \$ _____
	EXCESS LIAB					
	RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER \$ _____ EL EACH ACCIDENT \$ _____ EL DISEASE - EACH EMPLOYEE \$ _____ EL DISEASE - POLICY LIMIT \$ _____
	ANY PROPRIETORS PARTNER EXECUTIVE OFFICERS (MEMBERS EXCLUDED) (Members by #)					
	IF YES, INDICATE UNDER DESCRIPTION OF OPERATIONS below					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

CERTIFICATE HOLDER Hidalgo County 100 E. Cano, Suite 201 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: _____
---	---

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.

Please provide or upload your Certificate of Liability Insurance depending on your method of submission.

*Response required

5.5. INSURANCE REQUIREMENT ACKNOWLEDGMENT*

I, an authorized representative for of my company, the company submitting this response, 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.

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.

Please confirm

*Response required

5.6. PROJECT REQUIREMENTS ACKNOWLEDGMENT*

This is to certify that I, an authorized representative of my company, 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** (upload copies here) 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.

Please confirm

*Response required

5.7. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [COI Questionnaire.pdf](#)

*Response required

5.8. VENDOR ACKNOWLEDGMENT*

Please read and acknowledge the required steps necessary to do business with Hidalgo County:

Step 1:

OpenGov will now serve as the primary source for all Hidalgo County solicitation postings, electronic bidding, and contract management. Any reliance on other information or sources not directly downloaded from OpenGov may result in a submission that is not in compliance.

Link can be found below:

-<https://procurement.opengov.com/portal/co-hidalgo-tx>

Step 2:

ConsiderMe (Vendor Enrollment Solution) is an innovative tool that facilitates the needs of Hidalgo County to secure qualified vendors. Local, state, and national vendors can apply using the vendor registration form in the link below.

-<https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe>

*The Vendor Registration Form does not guarantee a contract or agreement, however, it does guarantee your service or goods will be added to the list of potential vendors available to Hidalgo County.

Please confirm

*Response required

5.9. HUB DECLARATION*

Please download the below documents, complete, and upload.

- [HUB Declaration.pdf](#)

*Response required

5.10. CERTIFICATION REGARDING DEBARMENT*

Please download the below documents, complete, and upload.

- [Certification Regarding Deb...](#)

*Response required

5.11. SAM.GOV REGISTRATION*

Please enter your company's Legal Name and/or dba Name

*Response required

5.12. FORM 1295*

Please provide a Form 1295.

- <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- Reference Commissary Supplies and 25-0672 on section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

*Response required

5.13. Title VI Appendices - (Please confirm that you have read, understood and agree)*

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 Nondiscrimination 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 Nondiscrimination 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).

Please confirm

*Response required

5.14. REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS*

Please download the below documents, complete, and upload.

- [2_CFR_200.pdf](#)

*Response required

5.15. FHWA 1273*

Refer to "FHWA 1273" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "FHWA 1273."

Please confirm

*Response required

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

Please download the below documents, complete, and upload.

- [Proposer's Affidavit.pdf](#)

*Response required

5.17. DRAFT AGREEMENT*

Refer to "Draft Agreement" in the #ATTACHMENTS section. Confirm that you read, understood, and agree with "Draft Agreement."

Please confirm

*Response required

5.18. REFERENCE FORM*

Please download the below documents, complete, and upload.

- [Reference Form.pdf](#)

*Response required

5.19. COMPANY/FIRM RESPONSE*

Please download the below document, complete it, and upload it as your response to this RFB as requested in ***Requirements/Specifications***.

- [Company Firm Responsee.pdf](#)

*Response required

**Specifications/Requirements
Hidalgo County Sheriff's Office
"Commissary Supplies for Adult Detention Facility (Jail)"
RFB: 25-0672-01-23-05**

SCOPE

Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "**COMMISSARY SUPPLIES**" on an "As Needed Basis" including, but not limited to, the following:

REQUIREMENTS/SPECIFICATIONS

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- 1) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.
- 2) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
- 3) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.
- 4) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.
- 5) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.
- 6) **SUPPLIES REQUIRED:**

Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

Ear Buds
White T-Shirt (6XL – 8XL)
White Sport Bras (Small thru 5XL)
Sweatshirts (Small -6XL)
Boxer Shorts (Small - 6XL)
Thermal Top (Small -6XL)
Thermal Bottom(Small -6XL)
White T-Shirt (Small-5XL)
Men's Briefs (Small-8XL)
Men/Ladies Crew Socks (One Size Fits All)
Ladies Panties (Size 5 - 18)
Men/Ladies Velcro Tennis Shoes (Size 6-13)

Tylenol Extra Strength 500mg (2 Gel caps per Pouch)
Advil Coated 200mg (2 Tablets per Pouch)
Motrin Ibuprofen 200mg (2 Tablets per Pouch)
Anti-Shank Security Toothbrush & Clear Cap
Jolly Ranchers Assorted Bag 3.7 oz.
Sunflower Kernels 4 oz.
Starlight Mints Bag 3.75 oz.
Vanilla Caramels 3 oz. Bag
Gummy Bears 4 oz.
Elastic Pony Tail Band (Non-Metal)
Valentine's Day Cards (English & Spanish)

Happy Easter Cards (English & Spanish)
Mother's Day Card (English/Spanish)
Father's Day Card (English & Spanish)
Oral Pain Relief .33 oz.
Alcohol Free Mint Mouthwash 8 oz.
Styling Hair Gel 16 oz.
Athlete's Foot Cream 0.5 oz.
Hydrocortisone Cream 1 oz.
Chap-et Lip Balm .16 oz.
Hemorrhoidal Ointment 2 oz.
Muscle Rub 3 oz.
Chest Rub 3.53 oz.
Denture Adhesive 2 oz.
Tums (12 Tablets)
Eye Drops 0.5 oz.
Alka-Seltzer "Original" (2 Tablets Pouch)
Alka-Seltzer "Plus Cold" (2 Tablets Pouch)
Acne Gel Medication 1 oz.
Contact Lens M/P Solution
Happy Birthday Cards (English/Spanish)
Thanksgiving Day Cards (English Only)
Contact Lens Case - Clear
Contact Lens Solution 4 oz.
\$10.00 Prepaid Calling Card (20 Min.)
Hygiene Kit (T-Brush/T-Paste/Soap/Deodorant)
Almond Joy Bar 1.61 oz.
Baby Ruth Bar 2.1 oz.
Butter Finger Bar 2.1 oz.
Snickers Almond Bar 1.76 oz.
Milky Way Bar 2.05 oz.
Pay Day Bar 1.85 oz.
Snickers Bar 2.07 oz.
Three Musketeers Bar 2.13 oz.
Skittles "Original Fruits" 2.17 oz.
M&M Peanuts 1.74 oz.
Hershey's Almond Bar
Twix Bar 2.0 oz.
Peanut Pattie 1.75 oz.
Reese's Peanut Butter Cups 1.5 oz.
Bubu Lubu 1.2 oz
Mild Dill Pickle 5 oz.
Corn Nuts (Chili & Ranch) 1.4 oz.
Ramen Soups (Chili/Beef/Shrimp/Chicken) 3 oz.
Chilis (Hot/With Beans/No Beans) 11.25 oz.

Sugar Free Candy (Assorted Flavors)
Sliced Jalapeño Peppers 0.7 OZ
Hot Dill Pickle 5OZ (Spicy)
Sour Gummies 3OZ Bag
Keefe Freeze Dried Coffee Colombian 3 OZ 24/cs Pouch Clear Resealable
Keefe Coffee Columbian Blend 3oz 24/cs
Sweet Fusions Drink Mix Tea w/Lemon 19oz 12/cs Pouch Clear Resealable
Keefe Creamer Non-Dairy .105oz 1000/CS PKT
Salted Peanuts 1.75 oz.
Kool Aid Drink Mix Cherry 6oz 36/CS Pouch Clear Window
Beef & Cheese Stick 1.2 oz.
Tang Instant Breakfast Drink 6OZ 36/CS Pouch Clear Window
Crystal Light Sugar Free Drink Mix Sunrise .16OZ 30/BX 4BX/CS 1 Srv Pch
Hormel Spam Singles 3 oz.
Chunk Light Tuna 4.23 oz.
Refried Beans 6 oz. Pouch
Moon Lodge Popcorn White Cheddar 5OZ 16/CS Bag Foil
Jalapeno Cheese Spread Jalapeno Cup 4 Oz
Cactus Annie's Pork Rinds Hot & Spicy 2 OZ 12/CS Clear
Austin Sandwich Crackers Toasted Peanut Butter 8/BX,12BX/CS Plastic Wrap
Austin Sandwich Crackers Peanut Butter Cheese 8/BX,12BX/CS Plastic Wrap Box
King Nut Snack Mix Student Mix 3.75OZ 48/CS
King Nut Snack Mix Tropical 4OZ 48/CS
General Mills Chex Mix Bold 8OZ 12/CS Wrapped
Andy Capps Hot Fries Original 0.85OZ 72/CS Bag
Jelly (Grape & Strawberry) 12 oz.
Peanut Butter Squeezers 1.12 oz.
Market Square Sugar Free Wafer in Strawberry Creme 2.75OZ 48/CS Clear Plastic Overwrap
Market Square Cookies Vanilla Wafers 12OZ 12/CS
Market Square Cookies Iced Oatmeal 6OZ 46/CS Clear Plastic Bag
Market Square Cookies Choc Chip 6OZ 46/CS Clear Plastic Bag
Chicken Vienna Sausage Pouch
Roast Beef & Gravy 10 oz. Pouch

Sardines in Hot Tomato Sauce 3.53 oz.
Market Square Cookies Strawberry Creme 14OZ 12/CS Clear Plastic Overwrap
La Modern Marias Cookies Hispanic 4.94OZ 20/CS
Oreo Cookies 2.4OZ 120/CS
Fillet of Mackerel 3.53 oz. Pouch
Corner Store Candy Sour Watermelon Slices 3OZ 60/CS
Corner Store Candy Orange Slices 5.75OZ 48/CS Printed Bag
Squeezable Cheese (Sharp Cheddar)
Flour Tortillas Resealable 8OZ - 16 OZ Bag
Pre-cooked Rice Pouch 8OZ
Instant Oatmeal Pouch Original .98 OZ- 1.5 OZ
Summer Sausage Original Flavor
Kellogg's Rice Krispies Original 1.3OZ 80/CS
Squeezum Ketchup Reg 9G
Squeezum Mustard Reg 4.5G
Squeezum Hot Sauce 9G SINGLE
Squeezum Mayo Ref Single 9G
Made w/Kraft Cheese Jalapeno 16OZ 12/CS Squeeze Bottle.
Made w/Philly Cream Cheese W/Jal 2oz 184/CS
Bridgford Sausage Chorizo 3.5OZ 30/CS Plastic Sleeve
Keefe Kitchens Instant Potatoes 4OZ 24/CS
Velveeta Beans & Rice Spicy Cheese 4OZ 24/CS Pouch Clear Window
Sevilla Refried Beans Spicy 8OZ 18/CS Pouch Clear Resealable
Maruchan Ramen Chicken Low Sodium 3OZ 24/CS Pillow PK
Maruchan Ramen Chili Low SO 3OZ 24/CS
Golden Valley Cereal Raisin Bran 20 Oz 12/CS
Moon Lodge Onion Rings Hot Hot Hot 6OZ 12/CS
Moon Lodge Popcorn Jal Cheddar 5OZ 16/CS Bag
Moon Lodge Peanuts Hot Hot Hot 1.75OZ 60/CS Bag Clear Window
Market Sq. Cake Cream Cheese 4OZ 48/CS Clear Plastic Wrap
Kool Aid Drink Mix Tropical Punch 6oz 36/CS Pouch Clear Window
Country Time Drink Mix Lemonade 6OZ 36/CS Pouch Clear Window
Golden Valley Cereal Honey Nut Toasted Oats 20OZ 12/CS

Crystal Light Drink Mix Peach Tea .09OZ 30/BX 4BX/CS 1 Srv Pouch
Austin Sandwich Crackers Cheddar Cheese 8/BX 12BX/CS Plastic Wrap Box
Cactus Annie's Jalapeno Peppers 12oz
Whole Shabang Seasoned Peanuts 1.75oz
Skittles Drink Mix Variety 2.64 oz
BBQ Potato Chips 1.5 oz.
Flaming "Hot Cheetos" 1.5 oz.
Chili Cheese Corn Chips 1.5 oz.
Nacho Cheese Tortilla Chips 1.5 oz.
Round Tortilla Chips 14 oz.
Corn Tostadas 12 oz.
Caramel Popcorn 3.53 oz. Bag
Hot Pork Cracklings 2 oz.
Super Cantinero Peanuts & Chips 5.25 oz. Bag
Topitos Salsa Verde Chips 3.7 oz. Bag
Sour Cream & Onion Chips 1.5oz
Extreme Ripple Potato Chips 1.5 oz
Potato Chips Regular 1.5 oz
Snack Crackers 12 oz. 4 Pack Box
Cookies (Duplex/Van./Choc./P-Butter) 6oz
Nutty Bar Waffer 2OZ
Mini Donuts 6ct
Gansitos- 2 ct
Conchas- 2 ct
Mini Mantecadas Muffins- 4 ct
Chocolate Honey Bun 4.75
Cinnamon Rolls 4 oz.
Honey Bun 6 oz. Pk.
Chocolate Cupcakes (2-PK)
Moonpies (Ban/Straw/Choc) 2.75 oz.
Danish (Apple, Cherry Cheese)
Toaster Pastries 2ct
Twinkies 2.7 oz
Coca-Cola Classic 20 oz.
Sprite 20 oz.
Fanta Orange 20 oz.
Dr. Pepper 20 oz.
Diet Coca-Cola 20 oz.
Instant Coffee Resealable Clear Pouch 4 oz.
Diet Dr. Pepper 20 oz.
Coffee Mug w/ Lid 14 oz.
Hot Cocoa Mix 1 oz.

Cereal Bowl w/ Lid 24 oz.
Spring Water 20 oz.
Sugar Cubes Box 1 lb.
Topochico Mineral Water 20.3 oz.
Sugar Free Sweetener Packets
Gatorade Sports Drink 20 oz.
Legal Gummed Pad (8 1/2" x 11")
Bubble Cushioned Envelope (6" x 9")
#10 Return Addressed White Envelope
No Clasp Envelope (9" x 12")
Twin Pocket Folders
Bandana (Orange) 22"X22"
Work Seek Large Print Puzzle Book
Dictionary (English/Spanish & English)
Word Seek Puzzle
Gummed Sketch Pads 8 1/2 X 11
Playing Cards Deck (UNO Card Game)
4 1/2" Flexible Black Ink Pen
Forever U.S. Mail Stamp
Christmas Cards (Spanish/English)
Shower Sandals (Size 8 thru 13)
Colgate (Red Gel) Toothpaste 4.2 oz.
Close Up (Red Gel) Toothpaste 4.0 oz.
Dial Soap
Hypoallergenic Soap
Dove White Moisturizing Soap- 3 oz bar
Security Razor (Limit 1)
Three Flowers Brilliantine 4 oz.
Dandruff Shampoo 12oz.
2 in 1 Danruff Shampoo 14.5 oz.
Speed Stick Anti-Perspirant 2 oz.
Razorless Hair Removing Cream 6 oz.
After Shave Lotion 4 oz.
Cocoa Butter Lotion 4 oz.
Shaving Gel 3 oz. Clear Tube
Baby Lotion 4 oz.
White Handkerchief (15" x 15")
Suave Fresh Anti-Perspirant & Deodorant 1.7 oz.
VO5 Shampoo 12.5 oz.
VO5 Conditioner 12.5 oz.
Shampoo and Body Wash 8oz
Hinged Soap Dish Box
Greaseless Skin Cream 4.5 oz.

Cocoa Butter Moisturizing Soap 3.6 oz.
Hair Moisturizer 4 oz. Tube
Palm Hair Brush
Tampons (Singles)--Super/Regular/Junior)
Disposable Douche 6 oz.
White Washcloth (12" x 12")
Flushable Wipes 42 Per Pack
Plastic Reading Glasses (+1.25 – 3.50)
White Clear Sole DD Shoes
International Delight Coffee Creamer French Vanilla 0.44 OZ – 10 CT
International Delight Coffee Creamer French Hazelnut 0.44 OZ – 10 CT
International Delight Coffee Creamer French Caramel Macchiato 0.44 OZ – 10 CT
Kellog's Nutri-Grain Cereal Bar Strawberry, 1.3 OZ
Kellog's Nutri-Grain Cereal Bar Apple Cinnamon, 1.3 OZ
Moon Lodge Stuffed Jalapeno Potato Chips, 1.5 OZ
Doritos Flamin Hot 7.5
Cheez-It Crackers Hot & Spicy 7 OZ
Cheez-It Crackers with Cheddar 7 OZ
Sabritas Peanuts Chile y Limon 7 OZ
Nutella 13 oz
Jack Link's Original Beef Jerky 9 OZ
Fresh Catch Chunk Light Tuna with Jalapeno 3.53 OZ
Lady Speed Stick Invisible Deodorant 1.4 OZ
Takis Fuego 4oz Bag
Corn Chips 1.25oz Bag
Doritos Nacho Cheese 1.5oz Bag
Churritos Red Chili Lime 4oz Bag
Takis Guacamole 3.7oz
Japanese Style Peanuts Crunchy Coated 3.2oz
Dill Pickle 15oz
Electrolyte Hydration Drink Assorted Flavors 20oz - 30oz
Hot Dill Pickle 15oz

- 7) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January 2025 through December 2025 is as follows:

Total inventory purchases: **\$ 1,276,602.00 (Current average daily total detention center population is at 1603)**

- 8) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

9) **PRODUCT CONTAINERS:**

No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

10) **SECURITY:**

All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

- 11) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

- 12) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

13) **RECORD/INVENTORY:**

Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

- 14) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

15) **PRODUCTS QUALITY:**

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

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

Company / Firm Response
"Commissary Supplies"

Line Item	Description	Unit of Measure	Unit Price
1	Ear Buds	EA	
2	White T-Shirt (6XL-8XL)	EA	
3	White Sports Bras (Small-5XL)	EA	
4	Sweatshirts (Small-6XL)	EA	
5	Boxer Shorts (Small-6XL)	EA	
6	Thermal Underwear (Small-6XL)	EA	
7	White T-Shirts (Small-5XL)	EA	
8	Men's Briefs (Small - 8XL)	EA	
9	Men/Ladies White Crew Socks (One Size Fits All)	EA	
10	Ladies Panties (Size 5-18)	EA	
11	Men/Ladies Orange Velcro Tennis Shoes (Size 6-13)	EA	
12	Tylenol Extra Strength 500mg (2 Gelcaps Per Pouch)	EA	
13	Advil Coated 200mg (2 Tablets Per Pouch)	EA	
14	Motrin Ibuprofen 200mg (2 Tablets Per Pouch)	EA	
15	Anti-Shank Security Toothbrush & Clear Cap 3"	EA	
16	Jolly Ranchers Assorted Bag 3.7oz	EA	
17	Sunflower Kernels 4oz	EA	
18	Starlite Mints Bag 3.75oz	EA	
19	Vanilla Caramels Bag 3oz	EA	
20	Gummy Bears Bag 4oz	EA	
21	Elastic Pony Tail Band (Non-Metal)	EA	
22	Valentine's Day Cards (English&Spanish)	EA	
23	Happy Easter Cards (English& Spanish)	EA	
24	Mother's Day Cards (English&Spanish)	EA	
25	Father's Day Cards (English& Spanish)	EA	
26	Oral Pain Relief Tube .33oz	EA	
27	Alcohol Free Mint Mouthwash Bottle 8oz	EA	
28	Styling Hair Gel 16oz	EA	
29	Athlete's Foot Cream Tube 0.5oz	EA	
30	Hydrocortisone Cream Tube 1oz	EA	
31	Chap-et Lip Balm .16 oz	EA	
32	Hemorrhoid Ointment Tube 2oz	EA	
33	Muscle Rub Tube 3oz	EA	
34	Chest Rub Jar 3.53oz	EA	
35	Denture Adhesive Tube 2oz	EA	
36	Antacid Roll (Tablets) (Rolaids/Tums)	EA	
37	Eye Drops 0.5oz	EA	
38	Alka-Seltzer Original (2 Tablet) Pouches	EA	
39	Alka-Seltzer Plus/Cold (2 Tablet) Pouches	EA	
40	Acne Gel Medication 1oz	EA	
41	Contact Lens M/P Solution 4oz	EA	
42	Happy Birthday Cards (English&Spanish)	EA	
43	Thanksgiving Day Cards (English Only)	EA	
44	Contact Lens Case (Clear Case Only)	EA	
45	Contact Lens Solution 4 oz	EA	
46	\$10.00 Prepaid Calling Card (20 Min.)	EA	
47	Hygiene Kit (Toothbrush/Toothpaste/Soap/Deodorant)	EA	
48	Almond Joy Bar 1.61oz	EA	
49	Baby Ruth Bar 2.1oz	EA	
50	Butter Finger Bar 2.1oz	EA	
51	Snickers Almond Bar 1.76oz	EA	

Company / Firm Response
"Commissary Supplies"

Line Item	Description	Unit of Measure	Unit Price
52	Milky Way Bar 2.05oz	EA	
53	Pay Day Bar 1.85oz	EA	
54	Snickers Bar 1.86oz	EA	
55	3 Musketeers Bar 1.92oz	EA	
56	Skittles "Original Fruits" 2.17oz	EA	
57	M&M Peanuts 1.74oz	EA	
58	Hershey's Almond Bar 1.55oz	EA	
59	Twix Bar 2.0oz	EA	
60	Peanut Pattie 1.75oz	EA	
61	Reese's Peanut Butter Cups 1.5oz	EA	
62	Bubu Lubu 1.2oz	EA	
63	Mild Dill Pickle 5oz	EA	
64	Cornuts (Ranch or Chili) 1.4oz	EA	
65	Ramen Soups (Chili/Beef/Chicken/Shrimp) 3oz	EA	
66	Chili Pouch (Hot with Beans/No Beans) 11.25oz	EA	
67	Sugar Free Candy (Assorted Flavors) 1.75oz	EA	
68	Sliced Jalapeno Peppers Bag .7oz	EA	
69	Salted Peanuts Bag 1.75oz	EA	
70	Beef Jerky & Cheese Stick 1.2oz	EA	
71	Hormel Spam Singles Pouch 3oz	EA	
72	Chunk Light Tuna Pouch 4.23oz	EA	
73	Refried Beans Re-Sealable Pouch 6oz	EA	
74	Jalapeno Cheese Spread Jalapeno Cup 4 Oz	EA	
75	Jelly (Grape & Strawberry) 12oz	EA	
76	Peanut Butter Squeezers 1.12oz	EA	
77	Chicken Vienna Sausages Pouch- 3oz.	EA	
78	Roast Beef & Gravy 10oz Pouch	EA	
79	Sardines in Hot Tomato Sauce Pouch 3.53oz	EA	
80	Fillet of Mackerel Pouch 3.53 oz	EA	
81	Squeezable Cheese (Sharp Cheddar) 16oz	EA	
82	Summer Sausage Original Flavor 1.625oz	EA	
83	Takis Fuego 4oz Bag	EA	
84	BBQ Potato Chips 1.5oz Bag	EA	
85	Flaming Hot Cheetos 1.5 oz Bag	EA	
86	Corn Chips 1.25oz Bag	EA	
87	Doritos Nacho Cheese 1.5oz Bag	EA	
88	Churritos Red Chili Lime 4oz Bag	EA	
89	Round Tortilla Chips 12oz Bag	EA	
90	Corn Tostadas 12oz	EA	
91	Carmel Popcorn 3.53oz	EA	
92	Hot Pork Cracklings 2oz	EA	
93	Super Cantinero 5.25 oz Peanuts & Chips	EA	
94	Takis Guacamole 3.7oz	EA	
95	Japanese Style Peanuts Crunchy Coated 3.2oz	EA	
96	Sour Cream & Onion Chip 1.5oz	EA	
97	Snack Crackers 4 Pack Box 12oz	EA	
98	Cookies 6oz (Duplex/Vanilla/Chocolate/PB)	EA	
99	Gansito 2ct 3.53oz	EA	
100	Conchas 2ct 4.23oz	EA	
101	Mini Mantecadas Muffins 4.41oz	EA	
102	Cinnamon Rolls 4oz	EA	
103	Honey Bun 6oz	EA	

**Company / Firm Response
"Commissary Supplies"**

Line Item	Description	Unit of Measure	Unit Price
104	Chocolate Cupcakes (2-pk) 4oz	EA	
105	Moonpies (Banana/Strawberry/Chocolate) 2.75oz	EA	
106	Danish (Apple/Cherry/Cheese) 4.25oz	EA	
107	Coca Cola Classic 20oz	EA	
108	Sprite 20oz	EA	
109	Fanta Orange 20oz	EA	
110	Dr Pepper 20oz	EA	
111	Diet Coca Cola 20oz	EA	
112	Instant Coffee Resealable Bag 4oz (Maxwell House or equal)	EA	
113	Diet Dr Pepper 20oz	EA	
114	Coffee Mug w/ Lid 14oz	EA	
115	Hot Cocoa Mix 1oz	EA	
116	Cereal Bowl w/ Lid	EA	
117	Spring Water 20oz	EA	
118	Sugar Cubes Box 1lb	EA	
119	Topochico Mineral Water 20oz	EA	
120	Sports Drink (Gatorade) 20oz	EA	
121	Gummed Note Pad Legal 8 1/2 X 11	EA	
122	Bubble Cushion Envelope 6"X9"	EA	
123	#10 White Envelope 4.25" X 9.5"	EA	
124	No Clasp Envelope (9"X12")	EA	
125	Twin Pocket Folders (White No Fasteners)	EA	
126	Work Seek Large Print Puzzle Book	EA	
127	Dictionary Translator (English/Spanish&English)	EA	
128	Gummed Sketch Pads 8 1/2 X 11	EA	
129	Playing Cards Deck	EA	
130	4" Flexible Black Ink Pen	EA	
131	U.S. Stamps Forever	EA	
132	Christmas Cards (Spanish&English)	EA	
133	Shower Sandals (Size 8-13)	EA	
134	Colgate (Red Gel) Toothpaste 4oz	EA	
135	Close Up (Red Gel) Toothpaste 4oz	EA	
136	Dial Soap 4oz	EA	
137	Hypoallergenic Soap 3.2oz	EA	
138	Dove White Moisturizing Soap 3oz.	EA	
139	Security Razors (Anti-Shank Short Handle) (Limit 1)	EA	
140	Three Flowers Brilliantine 4oz	EA	
141	Dandruff Shampoo 12oz	EA	
142	2 In 1 Dandruff Shampoo 14.5 oz	EA	
143	Speed Stick Deodorant A/P 2oz	EA	
144	Razorless Hair Removing Cream 6oz	EA	
145	After Shave Lotion 4oz	EA	
146	Cocoa Butter Lotion 4oz	EA	
147	Shaving Gel Clear Tube 3oz	EA	
148	Baby Lotion 4oz	EA	
149	White Handkerchief (15"X15")	EA	
150	Suave Fresh Anti-Perspirant Deodorant 1.7oz	EA	
151	VO5 Shampoo 12.5oz	EA	
152	VO5 Conditioner 12.5oz	EA	
153	Hinged Soap Dish Box	EA	
154	Greaseless Skin Cream 4.5oz	EA	
155	Cocoa Butter Moisturizing Soap 3.6oz	EA	

Company / Firm Response
"Commissary Supplies"

Line Item	Description	Unit of Measure	Unit Price
156	Hair Moisturizer Tube 4oz	EA	
157	Palm Hair Brush	EA	
158	Tampon Singles (Super/Regular/Junior)	EA	
159	Disposable Douche 6oz	EA	
160	White Washcloth (12"X12")	EA	
161	Flushable Wipes 42 per pack	EA	
162	Plastic Reading Glasses +1.25 - +3.00	EA	
163	White Velcro Shoe W/Clear Sole DD Shoes	EA	
164	Chocolate Honey Bun 4.75oz	EA	
165	Dill Pickle 15oz	EA	
166	Electrolyte Hydration Drink Assorted Flavors 20oz - 30oz	EA	
167	Extreme Ripple Potato Chips 1.5oz Bag	EA	
168	Flour Tortillas Resealable 8oz - 16oz Bag	EA	
169	Hot Dill Pickle 15oz	EA	
170	Hot Dill Pickle 5oz (Spicy)	EA	
171	Mini Donuts 6ct 3oz (Powdered/Chocolate)	EA	
172	Nutty Bar Wafers 2oz	EA	
173	Potato Chips Regular/Original 1.5oz Bag	EA	
174	Sour Gummies 3oz Bag	EA	
175	Toaster Pastries 2ct (Strawberry/Blueberry/Cherry)	EA	
176	Twinkies 2.7oz	EA	
177	UNO Card Game	EA	
178	Sugar-Free Sweetener (Box/Packet)	EA	
179	Pre-Cooked Rice Pouch 8oz	EA	
180	Instant Oatmeal Puch (Original) .98oz - 1.51oz	EA	
181	Keefe Freeze Dried Coffee Colombian 3oz 24/cs Pouch Clear Re-Sealable	EA	
182	Keefe Coffee Columbian Blend 3oz 24/cs	EA	
183	Sweet Fusions Drink Mix Tea w/Lemon 19oz 12/cs Pouch Clear Resealable	EA	
184	Keefe Creamer Non-Dairy .105oz 1000/CS PKT	EA	
185	Kool Aid Drink Mix Cherry 6oz 36/CS Pouch Clear Window	EA	
186	Tang Instant Breakfast Drink 6oz 36/CS Pouch Clear Window	EA	
187	Crystal Light Sugar Free Drink Mix Sunrise .16OZ 30/BX 4BX/CS 1 Srv Pch	EA	
188	Moon Lodge Popcorn White Cheddar 5oz 16/CS Bag Foil	EA	
189	Cactus Annie's Pork Rinds Hot & Spicy 2oz 12/CS Clear	EA	
190	Austin Sandwich Crackers Toasted Peanut Butter 8/BX,12BX/CS Plastic Wrap	EA	
191	Austin Sandwich Crackers Peanut Butter Cheese 8/BX,12BX/CS Plastic Wrap Box	EA	
192	King Nut Snack Mix Student Mix 3.75OZ 48/CS	EA	
193	King Nut Snack Mix Tropical 4OZ 48/CS	EA	
194	General Mills Chex Mix Bold 8OZ 12/CS Wrapped	EA	
195	Andy Capps Hot Fries Original 0.85OZ 72/CS Bag	EA	
196	Market Square Sugar Free Wafer in Strawberry Creme 2.75oz 48/CS Clear Plastic Overwrap	EA	
197	Market Square Cookies Vanilla Wafers 12oz 12/CS	EA	
198	Market Square Cookies Iced Oatmeal 6oz 46/CS Clear Plastic Bag	EA	
199	Market Square Cookies Choc Chip 6oz 46/CS Clear Plastic Bag	EA	
200	Market Square Cookies Strawberry Creme 14oz 12/CS Clear Plastic Overwra	EA	
201	La Modern Marias Cookies Hispanic 4.94oz 20/CS	EA	
202	Oreo Cookies 2.4oz 120/CS	EA	
203	Corner Store Candy Sour Watermelon Slices 3oz 60/CS	EA	
204	Corner Store Candy Orange Slices 5.75oz 48/CS Printed Bag	EA	
205	Kellogg's Rice Krispies Original 1.3oz 80/CS	EA	
206	Squeezum Ketchup Reg 9G	EA	
207	Squeezum Mustard Reg 4.5G	EA	

**Company / Firm Response
"Commissary Supplies"**

Line Item	Description	Unit of Measure	Unit Price
208	Squeezum Hot Sauce 9G SINGLE	EA	
209	Squeezum Mayo Ref Single 9G	EA	
210	Made w/Kraft Cheese Jalapeno 16oz 12/CS Squeeze Bottle	EA	
211	Made w/Philly Cream Cheese W/Jal 2oz 184/CS	EA	
212	Bridgford Sausage Chorizo 3.5oz 30/CS Plastic Sleeve	EA	
213	Keefe Kitchens Instant Potatoes 4oz 24/CS	EA	
214	Velveeta Beans & Rice Spicy Cheese 4oz 24/CS Pouch Clear Window	EA	
215	Sevilla Refried Beans Spicy 8oz 18/CS Pouch Clear Resealable	EA	
216	Maruchan Ramen Chicken Low Sodium 3oz 24/CS Pillow PK	EA	
217	Maruchan Ramen Chili Low SO 3oz 24/CS	EA	
218	Golden Valley Cereal Raisin Bran 20 oz 12/CS	EA	
219	Moon Lodge Onion Rings Hot Hot Hot 6oz 12/CS	EA	
220	Moon Lodge Popcorn Jal Cheddar 5oz 16/CS Bag	EA	
221	Moon Lodge Peanuts Hot Hot Hot 1.75oz 60/CS Bag Clear Window	EA	
222	Market Sq. Cake Cream Cheese 4oz 48/CS Clear Plastic Wrap	EA	
223	Kool Aid Drink Mix Tropical Punch 6oz 36/CS Pouch Clear Window	EA	
224	Country Time Drink Mix Lemonade 6oz 36/CS Pouch Clear Window	EA	
225	Golden Valley Cereal Honey Nut Toasted Oats 20oz 12/CS	EA	
226	Crystal Light Drink Mix Peach Tea .09oz 30/BX 4BX/CS 1 Srv Pouch	EA	
227	Austin Sandwich Crackers Cheddar Cheese 8/BX 12BX/CS Plastic Wrap Box	EA	
228	Cactus Annie's Jalapeno Peppers 12oz	EA	
229	Whole Shabang Seasoned Peanuts 1.75oz	EA	
230	Skittles Drink Mix Variety 2.64 oz	EA	
231	Nacho Cheese Tortilla Chips 1.5 oz.	EA	
232	Topitos Salsa Verde Chips 3.7 oz. Bag	EA	
233	Bandana (Orange) 22"X22"	EA	
234	International Delight Coffee Creamer French Vanilla 0.44 oz – 10 CT	EA	
235	International Delight Coffee Creamer French Hazelnut 0.44 oz – 10 CT	EA	
236	International Delight Coffee Creamer French Caramel Macchiato 0.44oz–10 C	EA	
237	Kellog's Nutri-Grain Cereal Bar Strawberry, 1.3 oz	EA	
238	Kellog's Nutri-Grain Cereal Bar Apple Cinnamon, 1.3 oz	EA	
239	Moon Lodge Stuffed Jalapeno Potato Chips, 1.5 oz	EA	
240	Doritos Flamin Hot 7.5oz	EA	
241	Cheez-It Crackers Hot & Spicy 7 oz	EA	
242	Cheez-It Crackers with Cheddar 7 oz	EA	
243	Sabritas Peanuts Chile y Limon 7 oz	EA	
244	Nutella 13 oz	EA	
245	Jack Link's Original Beef Jerky 9 oz	EA	
246	Fresh Catch Chunk Light Tuna with Jalapeno 3.53 oz	EA	
247	Lady Speed Stick Invisible Deodorant 1.4 oz	EA	
248	Word Seek Puzzle	EA	
249	Chili Cheese Corn Chips 1.5 oz.	EA	

Vendor Information

Bidder name: _____

Address: _____

Office Number: _____

Cell Number: _____

E-Mail: _____

Authorized Signature: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**REQUIREMENTS AGREEMENT
C-25-0672-XX-XX**

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 20___, by and between the **County of Hidalgo, Texas** by and through the **Hidalgo County Commissioners Court** (the "**County**"), and _____ ("**Company**").

WHEREAS, County requested responses to notices for **Request for Bids** (RFB) 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.** This Contract shall be for a period of **one (1) year(s)**, commencing on **Month 00, 202X** and expiring on **Month 00, 202X** unless sooner terminated. The term of this agreement may be extended at the County's sole discretion for **two (2) additional one (1) year terms** under the same rates, terms and conditions. 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

applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior written approval of the County. Company will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Company or its affiliates provide the Services, except as otherwise set forth in this Agreement. Company agrees to not take any action that is detrimental to, or not in the best interest of the County.

8. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice.

9. **Non-Exclusive Services of Company.** Hidalgo County reserves the right to request this Product, Good and/or service from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

10. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft and loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See **Exhibit "C"** attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request. Company will be considered in breach of contract should the Company fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this

Agreement, and will be subject to default and immediate termination of the Agreement. Additionally, Company covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the conclusion of this Agreement.

11. INDEMNIFICATION. COMPANY SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE COMPANY'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE COMPANY. UPON WRITTEN NOTICE FROM THE COUNTY, THE COMPANY WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE COMPANY WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

12. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: Company Name:
Attention:
Address
City, State, Zip Code

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **GENERAL PROVISIONS.**

- a. **Assignment.** Except as otherwise herein provided, Company shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Company hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- f. **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 sixty (60) 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 Agreement, County may terminate this Agreement upon sixty (60) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with the Texas Local Government Code.

- g. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
- h. **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.
- i. **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.
- j. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Company, and not otherwise.
- k. **Purchasing Ethics.** Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. 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 County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of County.
 - ii. 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 County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- l. **Void Contract.** Company understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- m. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non- federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.
- n. **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.
- o. **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. 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.
- p. **Authority to Execute.** The execution and performance of this Agreement by County and Company have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Company in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON Month 00, 202X.

Agenda Item No. _____

Executive Office: _____

VENDOR:

Company

COUNTY:

COUNTY OF HIDALGO, Texas

, Title

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

_____, ADA

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

- A. REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET**
- B. RESPONSE**
- C. CERTIFICATE OF INSURANCE**

SUPPLEMENTAL SIGNATURES:

(If Applicable)