

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS**

IBF-RFP-RFQ-RFI

BID OPENING DATE: JANUARY 9, 2008 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Health and Human Services-Mosquito Control Chemicals

BID NO: 2008-010-01-09-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Univar USA Attn: Arnold Cantu	BLM & EM LONSTAR OVERNIGHT	Sandra Montalvo	12/27/07	402 McBride Lane Corpus Christi, Texas 78408 (O) 361-289-5137 (F) 361-289-1962 arnold.cantu@univarusa.com
2.) United Agri Products Attn: Loren	BLM & EM LONSTAR OVERNIGHT	Sandra Montalvo	12/27/07	6000 Riverside Drive Irving, Texas 75039 (P) 972-974-8132 (F) 214-722-0486 loren.moulder@uap.com
3.) Adapco, Inc. Attn:Jim Barn	BLM & EM FED-EX	Sandra Montalvo	12/27/07	550 Aero Ln. Sanford, FL 32771 1-800-367-0659 (P) 407-330-4800 (F) 866-330-9888 info@myadapco.com
4.) B & G Chemical & Equipment Attn: Rick Ramos	BLM & EM LONSTAR OVERNIGHT	Sandra Montalvo	12/27/07	1225 N. Post Oak Road Houston, Texas 77055 (P) 713-682-4411 (F) 713-682-4374 mnichols@bgchem.com
5.) Public Health Equipment & Supply Attn: Walter Schwarz	BLM & EM LONSTAR OVERNIGHT	Sandra Montalvo	12/27/07	1830 S. Presa San Antonio, Texas 78210 1-800-284-0106 (P) 210-532-3846 (F) 210-532-9703 phesco@phesco.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY HEALTH AND HUMAN SERVICES

BID OPENING DATE: JANUARY 9, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: " MOSQUITO CONTROL CHEMICALS"

BID NO: 2008-010-01-09

BUYER: SANDRA MONTALVO

	NAME OF COMPANY	PRODUCT DESCRIPTION	UOM	UNIT PRICE AMOUNT
1.)	ADAPCO, INC	Permanone 4-8	2x2.5 gl cs	\$22.42 gl
			30 gl dr	\$22.42 gl
			275 gl tt	\$22.42 gl
		Summit B.t.i. Briquets (5x20=100/cs)	20 CT. Packet	\$73.75 cs
			case	\$73.75 cs
2.)	B & G CHEMICALS AND EQUIPMENT CO. , INC.	Permanone Evoluer 4-4	1 gal	\$23.50 gal
			55 gal drum	\$21.00 gal
			250 gal	\$17.35 gal
		Summit B.t.i. Briquets	20 CT Packet	
			CASE (100CT)	\$ 59.50 CS/100
3.)	UNIVAR USA, INC.	Permanone Kontrol 4-4	1 gal	\$22.00 gal (2.5 gal Jug)
			55 gal drum	\$17.65
			275 gal tote	\$17.65
		Summit B.t.i. Briquets	20 ct. packet	\$10.90 (sold by case)
			CASE	\$54.50



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services

FROM: Sandra Montalvo, Buyer *SMA*
Hidalgo County Purchasing Department

DATE: January 11, 2008

RE: Bid No. 2008-010-01-09-SMA
-HIDALGO COUNTY HEALTH AND HUMAN SERVICES - "MOSQUITO CONTROL CHEMICALS."
"BID AWARD RECOMMENDATION REQUEST"

Attached you will find three (3) copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, January 15, 2008 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, January 22, 2008.

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
B+G	Premange <i>labeled</i> 4-4 @ 17.35 gal 250 tote
Univar	Briquets \$54.50 case

[Signature] Dan Beltran 1/15/08
 Authorized Signature Printed Name Date

REQUIREMENTS AGREEMENT
C-08-010A-01-29

THIS AGREEMENT (the "Agreement") is entered into effective as of **February 8, 2008** by and between **UNIVAR USA INC., a TEXAS CORPORATION**, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Mosquito Control Chemicals**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Mosquito Control Chemicals**" in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **February 8, 2008 to February 8, 2009** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

c. **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 agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** 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 parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **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 Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: UNIVAR USA, INC.
Attention: Arnold Cantu
402 McBride Lane
Corpus Christi, Texas 78408

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.

f. **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.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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

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

l. **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 Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 therefor pending before any department or agency of Hidalgo County.


(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, January 29, 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: 

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Gujardo, Jr. County Clerk

UNIVAR USA, INC _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Mosquito Control Chemicals"
 Bid No. 2008-010-01-09-SMA

BID SPECIFICATIONS:

1. **Scope:** Vendor shall provide "Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one(1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.
2. All purchases of "Mosquito Control Chemicals" will be on an "**as needed basis.**" There is no guarantee volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
3. **Description of items:** The brand name references are for description only, and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form**.

Item #	Description:
1.	<p><u>Permanone or equivalent</u>, ready to use insecticide to contain:</p> <ul style="list-style-type: none"> -Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ratio: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% -Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% -Contains petroleum distillates -Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. -Must be ready to use formulation for ULV application.
2.	<p><u>Summit B.t.i. Briquets or equivalent</u> to contain:</p> <ul style="list-style-type: none"> -Active Ingredient: Bacillus thuringiensis subspecies isralensis solids, spores and insecticidal toxins.....10.31% -Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69% -Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. -Biological control of mosquitos & psychodid flies.

4. **Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.
5. **Delivery Charges:** All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg.

EXHIBIT "A"
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Mosquito Control Chemicals"
 Bid No. 2008-010-01-09-SMA

BID SPECIFICATIONS:

- Scope:** Vendor shall provide "Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one(1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.
- All purchases of "Mosquito Control Chemicals" will be on an "**as needed basis.**" There is no guarantee volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- Description of items:** The brand name references are for description only, and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form**.

Item #	Description:
1.	<p><u>Permanone or equivalent</u>, ready to use insecticide to contain:</p> <ul style="list-style-type: none"> -Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ratio: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% -Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% -Contains petroleum distillates -Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. -Must be ready to use formulation for ULV application.
2.	<p><u>Summit B.t.i. Briquets or equivalent</u> to contain:</p> <ul style="list-style-type: none"> -Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% -Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69% -Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. -Biological control of mosquitos & psychodid flies.

- Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.
- Delivery Charges:** All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg.

**EXHIBIT“B”
FEE SCHEDULE**

EXHIBIT "B"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Mosquito Control Chemicals"

Bid No. 2008-010-01-09-SMA

BID PAGE

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT:
Permethrin-emulsifiable	1 gal.	\$ 22.00/gal (2.5 gal/jug)
Equivalent: <i>Permethrin</i>	55 gal drum	\$ 17.65
	Other: <i>2.5 gal/jug</i>	\$ 17.65
Summit B.t.i. Briquets or equivalent	20 CT. PACKET	\$ 10.90 (sold by case)
Equivalent: <i>Summit BTI</i>	CASE	\$ 54.50
	OTHER:	

COMPANY NAME: *Univar USA, Inc.*

ADDRESS: *125 North "G" Street*

CITY/STATE/ZIP CODE: *Hockley, Tx 78550*

PHONE NUMBER: *956-423-2489*

FAX NUMBER: *956-423-6789*

CELLULAR NUMBER:

AUTHORIZED SIGNATURE: *[Signature]*

PRINTED NAME: *Arnold Centa*

TITLE: *Inside Sales Representative*

DATE: *1-8-08*

EXHIBIT “C” INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/17/2008

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of PA
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA
PHONE: (866) 283-7122 FAX: (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
UNIVAR USA INC
500 108th Avenue NE, Suite 2200
Bellevue WA 98004-5580 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES SIR May Apply

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0711190	03/01/07	03/01/08	EACH OCCURRENCE	\$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$3,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC AGG	
B		EXCESS /UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$500,000	BE7234992	03/01/07	03/01/08	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Bid #2008-010-01-09-SMA, Location: Edinburg, TX. The Certificate Holder is included as an Additional Insured under the General Liability policy as respect to written contract.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Attn: Sandra Montalvo 2812 S. Bus Hwy 281 Edinburg TX 78539 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier : Certificate No : 570026848428



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2008

PRODUCER
Aon Risk Services Central, Inc.
fka Aon Risk Services, Inc. of PA
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA
PHONE-(866) 283-7122 FAX-(847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
UNIVAR USA INC
500 108th Avenue NE, Suite 2200
Bellevue WA 98004-5580 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES SIR May Apply

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL0711190	03/01/07	03/01/08	EACH OCCURRENCE	\$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$3,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC AGG	
B		EXCESS /UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$500,000	BE7234992	03/01/07	03/01/08	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Bid #2008-010-01-09-SMA, Location: Edinburg, TX. The Certificate Holder is included as an Additional Insured under the General Liability policy as respect to written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Sandra Montalvo
2812 S. Bus Hwy 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc

Holder Identifier :

Certificate No : 570026848428



REQUIREMENTS AGREEMENT
C-08-010-01-29

THIS AGREEMENT (the "Agreement") is entered into effective as of **February 8, 2008** by and between **B&G Chemicals and Equipment Co., Inc., a TEXAS CORPORATION**, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**Mosquito Control Chemicals**," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

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. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Mosquito Control Chemicals**" in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **February 8, 2007 to February 8, 2008** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

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

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

c. **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 agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** 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 parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **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 Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: B&G Chemicals and Equipment Co., Inc.
Attention: Mike Nichols
1225 N. Post Oak Rd.
Houston, Texas 77055

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.

f. **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.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **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.

j. **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.

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

l. **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 Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, January 29, 2008

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: SAH

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

B&G Chemicals and Equipment Co. Inc.

By: _____

Printed Name: _____

Title: _____

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"Mosquito Control Chemicals"
 Bid No. 2008-010-01-09-SMA

BID SPECIFICATIONS:

- Scope:** Vendor shall provide "Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one(1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.
- All purchases of "Mosquito Control Chemicals" will be on an **"as needed basis."** There is no guarantee volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- Description of items:** The brand name references are for description only, and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form**.

Item #	Description:
1.	<p><u>Permanone or equivalent</u>, ready to use insecticide to contain:</p> <ul style="list-style-type: none"> -Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ratio: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% -Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% -Contains petroleum distillates -Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. -Must be ready to use formulation for ULV application.
2.	<p><u>Summit B.t.i. Briquets or equivalent</u> to contain:</p> <ul style="list-style-type: none"> -Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% -Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69% -Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. -Biological control of mosquitos & psychodid flies.

- Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.
- Delivery Charges:** All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25th Street, Edinburg.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES

"Mosquito Control Chemicals"

Bid No. 2008-010-01-09-SMA

BID PAGE

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT:
Permanone or equivalent, Equivalent: <u>Evolver 4-4</u>	1 gal.	\$23.50/gal.
	55 gal drum	\$24.00/gal.
	Other: <u>250 gal/tn</u>	\$17.35/gal.
XXXXXXXXXXXXXXXXXXXX Equivalent: <u>Ultraclear</u>	20 CT. PACKET	
	CASE (100 ct.)	\$ XXXXXXXXXXXX
	OTHER:	

COMPANY NAME: B & G Chemicals & Equipment Co., Inc.

ADDRESS: 1225 N. Post Oak Rd.

CITY/STATE/ZIP CODE: Houston TX 77055

PHONE NUMBER: (800) 901-9746 or (713) 682-4411

FAX NUMBER: (713) 682-4374

CELLULAR NUMBER: (713) 249-2075

AUTHORIZED SIGNATURE: Mike Nichols

PRINTED NAME: Mike Nichols

TITLE: Sales and Technical Director

DATE: 1-7-08

EXHIBIT “C” INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2007

PRODUCER
J. Smith Lanier & Co.-Atlanta
11330 Lakefield Drive
Bldg 1, Suite 100
Duluth, GA 30097

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
B&G Chemicals & Equipment Co
P.O. Box 542708
Dallas, TX 75354

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	American International Specialty Lin	26883
INSURER B	Hartford Underwriters Ins. Company	30104
INSURER C	Lumbermen's Underwriting Alliance	22977
INSURER D	Twin City Fire Insurance Co.	29459
INSURER E		

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EG1807381	12/31/07	12/31/08	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Ded Comp <input checked="" type="checkbox"/> \$1,000 Ded Coll GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	20UENGT1326	12/31/07	12/31/08	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	20WBGF3585	12/31/07	12/31/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
C		OTHER Commercial P	312540	01/01/08	01/01/09	\$5,516,000 TIV	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Administration Bldg
100 E. Cano, 4th Floor
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
A. Harris