

REQUIREMENTS AGREEMENT  
C-10-186A-12-07

THIS AGREEMENT (the "Agreement") is entered into effective as of the 7<sup>th</sup> day of December, 2010 by and between Sysco San Antonio Corporation ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the "Janitorial Supplies, Industrial Chemicals & Supplies" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on December 7, 2010 and expire on December 6, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. 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. **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  
1615 S. Closner, Suite J  
Edinburg, Texas 78539

If to Seller: Sysco San Antonio Corporation  
P.O. Box 18364  
San Antonio, Texas 78218

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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **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

therefore 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: \_\_\_\_\_

**COUNTY OF HIDALGO**

ATTEST:

By: \_\_\_\_\_  
Ramon Garcia, County Judge

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

COMPANY: Sysco San Antonio Corporation  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

\_\_\_\_\_  
Stephen L. Crain, Attorney

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB) PROCUREMENT PACKET**



PURCHASING DEPARTMENT  
County Of Hidalgo

August 18, 2010

(Company's Name, Address, City & State)

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Re: **HIDALGO COUNTY (All Funding Sources, Programs & Entities)**  
**Request for Bids -"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS &**  
**SUPPLIES"**  
**Bid No: 2010-186-09-01-SMA**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/sma

Enclosures



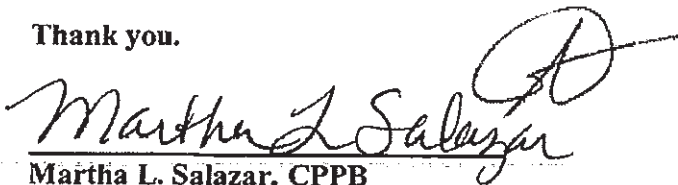
PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)  
CHECKLIST  
HIDALGO COUNTY  
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**  
ALL FUNDING SOURCES, PROGRAMS & ENTITIES)  
**Bid No: 2010-186-09-01-SMA**

1. Request for Bid Letter, consists of  1  page.
2. Request for Bid, Legal Notice, consisting of  8  pages.  
*(Page 8 must be submitted with bid)*
3. Exhibit "A" Specifications, consisting of  9  pages.
4. Exhibit "B" Bid Page, consisting of  6  pages.  
*(Must be submitted with bid)*
5. Exhibit "C" Insurance Requirements, consisting of  4  pages.  
*(Must be submitted with bid)*
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of  1  page.  
*(Copy of receipt and this form must be submitted with bid)*
7. Vendor/Bidder Application and W-9 form, consisting of  6  pages.  
*(Must be submitted with bid)*
8. Certification Regarding Debarment consists of  1  page.  
*(Must be submitted with bid)*
9. Draft Requirements Agreement, consisting of  7  pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

  
Martha L. Salazar, CPPB  
Purchasing Agent

August 18, 2010  
Date

# **LEGAL NOTICE**

**HIDALGO COUNTY**

**REQUEST FOR BID**

**“JANITORIAL SUPPLIES, INDUSTRIAL  
CHEMICALS & SUPPLIES”**

(All Funding Sources, Programs & Entities)

**BID No. 2010-186-09-01-SMA**

**Bid No: 2010-186-09-01-SMA**

**Buyer: Sandra Montalvo**

**Tel. No: (956) 318-2626-ext 4865**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

### **“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”**

(All Funding Sources, Programs & Entities)

**BID OPENING DATE: September 01, 2010**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent

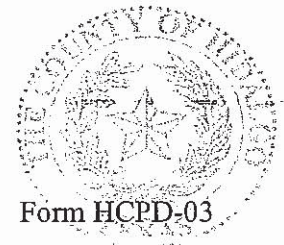
Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES” (All Funding Sources, Programs and Entities)** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **“BID-2010-186-09-01-SMA- HIDALGO COUNTY - JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES” (All Funding Sources, Programs & Entities)** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, September 01, 2010.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “REQUEST FOR BDS-2010-186-09-01-SMA-”HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”.** (All Funding Sources, Programs & Entities)

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation-"**HIDALGO COUNTY-JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES**" All Funding Sources, Programs & Entities) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**  
 2808 S. Bus. Hwy 281  
 Edinburg, Texas 78539  
 Attn: Elizabeth Cano  
 956-318-2511

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b><u>September 01, 2010</u></b>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
  
- *All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.*
  
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
  
- ~~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.~~

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- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
  - ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- 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 proposal 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.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder'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 County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
  - Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.

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27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
  28. Successful bidder shall warrant that all items/services shall conform with 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 Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
  29. *Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.*
  30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
  31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid  
for  
**HIDALGO COUNTY**  
(All Funding Sources, Programs & Entities)  
**“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus. Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***(THIS PAGE MUST BE SUMITTED WITH BID)***

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**

**HIDALGO COUNTY**

**REQUEST FOR BID**

**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS &  
SUPPLIES"**

**(All Funding Sources, Programs and Entities)**

**Bid No. 2010-186-09-01-SMA**

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**  
**HIDALGO COUNTY**  
**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**  
(All Funding Sources, Programs and Entities)  
Bid No. 2010-186-09-01-SMA

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The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participants. The Hidalgo County Purchasing Department will receive sealed bids for the provision of "*Janitorial Supply & Industrial Chemicals & Supplies*" as specified herein. **BIDS WILL BE ACCEPTED UNTIL 9:30 A.M., WEDNESDAY, September 01, 2010. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

**SCOPE OF WORK:**

These specifications govern the furnishing and delivery of Janitorial & Industrial Chemicals & Supplies to destinations at various locations throughout Hidalgo County in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All items will be on an "**As Needed Basis**" Award will be to the lowest bidder(s); meeting all specifications/requirements.

**GENERAL:**

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

**SPECIFICATIONS/REQUIREMENTS:**

- 1) All products must meet all OSHA and MSDS legal safety requirements and all State and Federal laws.
- 2) All applicable products must have accompanying MSDS sheets at the time of delivery.
- 3) All items must be shipped **F.O.B. INSIDE DELIVERY.**
- 4) No substitutes will be accepted (i.e. packaging must be type/kind specified for each item)
  - Aerosol cans required, bottles are not acceptable.
  - Pint containers required, gallon containers are not acceptable
  - RTU product required, a concentrate is not acceptable
  - Plastic bottles required, cans are not acceptable
- 5) Bidder must honor pricing for the entirety of the contract.
- 6) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County for the bid price.
- 7) All items will be ordered and delivered by bidder (s) during regular business hours only, 8:00- 5:00 P.M., unless item(s) are of emergency, therefore, item(s) must be delivered within a six to eight hour time frame.

- 8) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.
- 9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

- 10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.
- 11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
  - a) Seller's name and address
  - b) Container number and total number of containers, e.g. box 1 of 3 boxes
  - c) The number of the container bearing the packing slip.
  - d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.
- 12) 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.
- 13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

**“OR EQUAL INTERPRETATION CLAUSE:** Any Time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product on which he/she is binding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

**COMPETENCE OF VENDOR:**

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract.

**ITEMS PURCHASED BY HIDALGO COUNTY**

This is not an all-inclusive list of supplies purchased by Hidalgo County. Hidalgo County may order additional items not listed on an as needed basis.

<b>JANITORIAL &amp; INDUSTRIAL SUPPLIES</b>	
<b>DESCRIPTION OF ITEM(S)</b>	
1.	3M green 6x9 scouring pads 20/box (96HP) or equal
2.	3M griddle screens 10 per pack (200) or equal
3.	Air Freshener- Aerosol Asst Scents
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal
6.	Ant &Roach Spray odorless
7.	Ant &Roach Spray odorless to contain deltametrin
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags (Hefty) or equal
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal
11.	Baggies- Ziploc 7x8 Quart Size (Hefty) or equal
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal
13.	Bio-Hazard Bag Red 40 x 48 3 mil
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal
16.	Body Shampoo- per Gallon
17.	Body Towels Standard Size
18.	Bowl Cleaner – Liquid (Non Acid) EPA Registered
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered
20.	Bowl Mops (Rayon) or equal
21.	Brooms -- (Plastic Angel) or equal
22.	Brooms- Janitorial Straw
23.	Brooms -Maids - Straw (Waco) or equal
24.	Buffing Pads 17" White
25.	Buffing Pads 20" White
26.	Butcher Paper 24"
27.	Carpet Shampoo- Liquid Ammonia Free
28.	Carpet Powder & Deodorizer
29.	Carpet Shampoo Liquid
30.	Carpet Spot Remover 32 oz.
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal
33.	Cleaner- Oven 24oz foam cleaner
34.	Cleaner -Stainless Steel- water less based
35.	Continental 18" rubber floor squeegees (1800) or equal
36.	Continental 24" rubber floor squeegee (2400) or equal
37.	Dart Vented Lid-12J12-or equal
38.	Dart Vented Lid-8J8 or equal
39.	Degreaser -55 Gallon

JANITORIAL & INDUSTRIAL SUPPLIES	
DESCRIPTION OF ITEM(S)	
40.	Deodorant-hygiene
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal
44.	Dishwashing Liquid- 42 oz (Dawn) or equal
45.	Disinfectant & Deodorizer Cleaner Aerosol
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)
50.	Disinfectant Deodorant Spray- Hospital
51.	Disinfectant Foam Cleaner- Hospital
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal
53.	Disinfecting wipes- (Lysol) or equal
54.	Dispenser- Air Freshener Time Mist
55.	Dispenser -Roll Paper Towel- Lever or Crank (Metal or Plastic)
56.	Dispensers - Liquid Hand Soap (Bulk Soap)
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)
59.	Dust Cloths (Disposable) Yw
60.	Dust Cloths- Non Disposable
61.	Dust Mop 24" x 3- Disposable
62.	Dust Mop 24" x 5- Non Disposable
63.	Dust Mop 24"x 3 Non Disposable
64.	Dust Mop 24"x 5 Disposable
65.	Dust Mop Frames 24" x 5
66.	Dust Mop Handles- Swivel Snap On
67.	Dust Mop Treatment (Aerosol) equal or better
68.	Dust Mop Treatment RTU
69.	Dust Pan Metal- Lobby or equal
70.	Dust Pan Plastic- Lobby or equal
71.	Enzyme Deodorizers- per Gallon - Liquid
72.	Facial Tissue (Georgia Pacific) equal or better
73.	Feather Duster Extensions 12 Ft.
74.	Feather Duster Extensions 8 Ft.
75.	Feather Dusters 21 Inch Ostrich or Equal
76.	Feather Dusters 26 Inch Ostrich or Equal
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds) 915 or equal
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal
85.	Foil Wrap- Potato (Reynolds) or equal

## JANITORIAL & INDUSTRIAL SUPPLIES

DESCRIPTION OF ITEM(S)	
86.	Furniture Polish- Aerosol
87.	Glass Cleaner- Liquid Concentrate (spartan ) or equal
88.	Glass Cleaner RTU- 32 oz. (Spartan ) or equal
89.	Gloves -Food Service - Large Clear (Brand Name )
90.	Gloves- Food Service - Medium Clear (Brand Name )
91.	Gloves -Latex - Small Disposable (Ansell or Equal )
92.	Gloves- Latex- Large Disposable
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal )
94.	Gloves- Latex -Medium - Non Disposable Yw (Ansell/ Equal )
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal )
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal )
97.	Gloves- Safety (nitrile ) SFZGNPRXL1M-or equal
98.	Hand Cleaner- Waterless
99.	Hand Towels- Standard Size
100.	Hanging Toilet Bowl Blocks
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System )
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173 ) or equal
103.	Laced Dollies (different sizes and types )
104.	Lice Killer Aerosol
105.	Menu Tissue 12x12
106.	Mop Bucket Combo Std Size (Rubbermaid 7580 ) or equal
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal
108.	Mop Handles Wood 54" Junior
109.	Mop Head Cotton- Size 16 oz
110.	Mop Head Cotton- Size 24 oz.
111.	Mop Head Cotton- Size 32 oz.
112.	Mop Head Rayon- Size 16 oz.
113.	Mop head Rayon- Size 24 oz.
114.	Mop Head Rayon-Size 32 oz
115.	Mosquito Repellent Lotion
116.	Mosquito Repellent Spray
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific ) or equal
118.	Odor Eliminator- Non Aerosol
119.	Paper Bags #10 Brown (Duro ) or equal
120.	Paper Bags #4 Brown (Duro ) or equal
121.	Paper Bags #8 Brown (Duro ) or equal
122.	Paper Bags 1/6 BBL Brown 1657 (Duro ) or equal
123.	Paper Bags-6lb Brown 6BG (Duro ) 500/pack or equal
124.	Paper Cups-Portion-1Ooz (Solo ) equal or better
125.	Paper Roll Towels- Kitchen (Scott- 11s9 ) or equal
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific ) or equal
127.	Paper Towels Multi Folds (Georgia Pacific ) or equal
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5
129.	Paper Towels, (GEP 89460) . En-motion high capacity -white .10 x 800 or equal
130.	Premium Foam Antibacterial Soap Refill (GOJ536202 ) or equal
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
DESCRIPTION OF ITEM(S)	
132.	Razors- Double Edged
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick ) or equal
134.	Saddle Bag (SB8.5 CLR 6.5 x 7 ) -or equal
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal. )
136.	Sanitary Napkins- Panty Liners
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq
140.	Scrubbing Cleansers- 21 oz (Comet) or equal
141.	Shaving Cream
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner ) or equal
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case )
144.	Soap- Bar -75 oz - 1,000 per case
145.	Soap- Hand - Liquid- (Bag In Box)
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1 ) or equal
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1 ) or equal
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER ) or equal
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal
154.	Sprayer- (TRIGGER ONLY) red & white (trigqt) or equal
155.	Stripping Pads 17" Black
156.	Stripping Pads 20" Black
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better )
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better
159.	Styrofoam Cup 8 Oz. (BJ8) or equal
160.	Styrofoam Cups 4 oz (JJ4) or equal
161.	Styrofoam Plates 6" Laminated
162.	Styrofoam Plates 6" Unlaminated
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal
164.	Styrofoam Plates 9" Laminated
165.	Styrofoam Plates 9" Unlaminated
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903 ) 150/cs or equal
167.	Toilet Brushes- (Standard Size ) Plastic
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue )
170.	Toilet Seat Covers
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific ) or equal
173.	Toilet Tissue (6/ Jumbo 2000 ft) (Georgia Pacific) or equal
174.	Toothbrush Firm- Specify Size
175.	Toothbrush Medium Specify Size
176.	Toothbrush Soft Specify Size
177.	Toothpaste Std Size, Specify Size

<b>JANITORIAL &amp; INDUSTRIAL SUPPLIES</b>	
<b>DESCRIPTION OF ITEM(S)</b>	
178.	Toothpaste Travel Size, Specify Size
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL
180.	Trash Cans & Lids 16 Gallon
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid ) or equal
182.	Trash Cans- 10 Gallon
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner
184.	Trash liners– Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL ) or equal
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners
188.	Urinal Block w/ Screens
189.	Urinal Blocks (Blocks Only )
190.	Urinal Deodorant Screens- Screens Only
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P ) or equal
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF ) or equal
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal )
194.	Utensils Forks-Clear - (1,000 Ct. )
195.	Utensils Spoons -Plastic (Solo ) or equal
196.	Utensils Spoons -Plastic 1,000 Ct (Solo ) or equal
197.	Utensils Spoons -Plastic -Dispozo medium WMS 1,000/cs or equal
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct )
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper )
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB ) or equal
201.	Wasp/ Hornet Spray
202.	Wasp/ Hornet Spray - 20 Ft Stream
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea ) (Johnson & Johnson ) or equal
204.	Weed Killer (Round up ) or equal
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution
206.	Wipers -Workhorse -Rags- (Kimberly Clark ) or equal
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100 ) or equal

**INSURANCE:**

Insurance requirements for this project to be maintained through out the contract term (**REFER TO LIMITS ON THE EXHIBIT “C” FOR LIMITS**).

**TERMS AND CONDITIONS OF SERVICE:**

1. Term of the contract is for one (1) year period with County’s option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.
2. Any contract awarded to a successful bidder will be in effect until;
  - (A) the contract expires,
  - (B) delivery and acceptance of products and/or performance of services ordered, or
  - (C) terminated by County with thirty days written notice prior to cancellation.

3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.
4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.
6. Vendor must have been in business for at least two years.
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
8. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

**ESCALATION CLAUSE:**

***MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:***

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must 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.
  - The Vendor must 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.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. 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.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies 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.
- 3) **Timeframe for Adjusted Price Increases:** 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 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) **Allowable Review Periods:** 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 adjust

ment reviews at any time. 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.

**Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539.

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) BY NO LATER THAN, Wednesday, AUGUST 25, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, AUGUST 27, 2010 by 5:00 p.m.**

# **EXHIBIT "B"**

**BID PAGE**

**HIDALGO COUNTY**

**REQUEST FOR BID**

**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS &  
SUPPLIES"**

**(All Funding Sources, Programs and Entities)**

**Bid No. 2010-186-09-01-SMA**

# EXHIBIT "B"

## Hidalgo County

### "JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal			
2.	3M griddle screens 10 per pack (200) or equal			
3.	Air Freshener- Aerosol Asst Scents			
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz			
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal			
6.	Ant &Roach Spray odorless			
7.	Ant &Roach Spray odorless to contain deltametrin			
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal			
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal			
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal			
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal			
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal			
13.	Bio-Hazard Bag Red 40 x 48 3 mil			
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital			
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal			
16.	Body Shampoo- per Gallon			
17.	Body Towels Standard Size			
18.	Bowl Cleaner - Liquid( Non Acid) EPA Registered			
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered			
20.	Bowl Mops (Rayon) or equal			
21.	Brooms -(Plastic Angel) or equal			
22.	Brooms- Janitorial Straw			
23.	Brooms -Maids - Straw (Waco) or equal			
24.	Buffing Pads 17" White			
25.	Buffing Pads 20" White			
26.	Butcher Paper 24"			
27.	Carpet Shampoo- Liquid Ammonia Free			
28.	Carpet Powder & Deodorizer			
29.	Carpet Shampoo Liquid			
30.	Carpet Spot Remover 32 oz.			
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal			
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal			
33.	Cleaner- Oven 24oz foam cleaner			
34.	Cleaner -Stainless Steel- water less based			
35.	Continental 18" rubber floor squeegees (1800) or equal			
36.	Continental 24" rubber floor squeegee (2400) or equal			
37.	Dart Vented Lid-12J12-or equal			
38.	Dart Vented Lid-8J8 or equal			
39.	Degreaser -55 Gallon			
40.	Deodorant-hygiene			
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal			
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal			
44.	Dishwashing Liquid- 42 oz (Dawn) or equal			
45.	Disinfectant & Deodorizer Cleaner Aerosol			
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal			
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal			
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)			
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)			
50.	Disinfectant Deodorant Spray- Hospital			
51.	Disinfectant Foam Cleaner- Hospital			
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal			
53.	Disinfecting wipes- (Lysol )or equal			
54.	Dispenser- Air Freshener Time Mist			
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)			
56.	Dispensers - Liquid Hand Soap (Bulk Soap)			
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)			
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)			
59.	Dust Cloths (Disposable) Yw			
60.	Dust Cloths- Non Disposable			
61.	Dust Mop 24" x 3- Disposable			
62.	Dust Mop 24" x 5- Non Disposable			
63.	Dust Mop 24"x 3 Non Disposable			
64.	Dust Mop 24"x 5 Disposable			
65.	Dust Mop Frames 24" x 5			
66.	Dust Mop Handles- Swivel Snap On			
67.	Dust Mop Treatment (Aerosol) equal or better			
68.	Dust Mop Treatment RTU			
69.	Dust Pan Metal- Lobby or equal			
70.	Dust Pan Plastic- Lobby or equal			
71.	Enzyme Deodorizers- per Gallon - Liquid			
72.	Facial Tissue (Georgia Pacific)equal or better			
73.	Feather Duster Extensions 12 Ft.			
74.	Feather Duster Extensions 8 Ft.			
75.	Feather Dusters 21 Inch Ostrich or Equal			
76.	Feather Dusters 26 Inch Ostrich or Equal			
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal			
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal			
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal			
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal			
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal			
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal			
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal			
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal			
85.	Foil Wrap- Potato (Reynolds) or equal			
86.	Furniture Polish- Aerosol			

**JANITORIAL & INDUSTRIAL SUPPLIES**

	<b>DESCRIPTION OF ITEM(S)</b>	<b>BRAND</b>	<b>Qty per CASE</b>	<b>UNIT PRICE</b>
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal			
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal			
89.	Gloves -Food Service - Large Clear (Brand Name)			
90.	Gloves- Food Service - Medium Clear (Brand Name)			
91.	Gloves -Latex - Small Disposable (Ansell or Equal)			
92.	Gloves- Latex- Large Disposable			
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)			
94.	Gloves- Latex -Medium - Non Disposable Yw (Ansell/ Equal)			
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)			
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)			
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal			
98.	Hand Cleaner- Waterless			
99.	Hand Towels- Standard Size			
100.	Hanging Toilet Bowl Blocks			
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)			
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal			
103.	Laced Dollies (different sizes and types)			
104.	Lice Killer Aerosol			
105.	Menu Tissue 12x12			
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal			
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal			
108.	Mop Handles Wood 54" Junior			
109.	Mop Head Cotton- Size 16 oz			
110.	Mop Head Cotton- Size 24 oz.			
111.	Mop Head Cotton- Size 32 oz.			
112.	Mop Head Rayon- Size 16 oz.			
113.	Mop head Rayon- Size 24 oz.			
114.	Mop Head Rayon-Size 32 oz			
115.	Mosquito Repellent Lotion			
116.	Mosquito Repellent Spray			
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal			
118.	Odor Eliminator- Non Aerosol			
119.	Paper Bags #10 Brown (Duro) or equal			
120.	Paper Bags #4 Brown (Duro) or equal			
121.	Paper Bags #8 Brown (Duro) or equal			
122.	Paper Bags 1/6 BBL Brown 1657 (Duro )or equal			
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal			
124.	Paper Cups-Portion-1Ooz (Solo)equal or better			
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal			
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal			
127.	Paper Towels Multi Folds (Georgia Pacific)or equal			
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5			
129.	Paper Towels, (GEP 89460) En-motion high capacity -white 10 x 800 or equal			
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal			
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal			
132.	Razors- Double Edged			
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal			

**JANITORIAL & INDUSTRIAL SUPPLIES**

DESCRIPTION OF ITEM(S)		BRAND	Qty per CASE	UNIT PRICE
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal			
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)			
136.	Sanitary Napkins- Panty Liners			
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal			
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal			
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq			
140.	Scrubbing Cleansers- 21 oz (Comet) or equal			
141.	Shaving Cream			
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal			
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)			
144.	Soap- Bar -75 oz - 1,000 per case			
145.	Soap- Hand - Liquid- ( Bag In Box)			
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal			
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal			
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal			
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal			
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal			
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal			
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal			
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal			
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal			
155.	Stripping Pads 17" Black			
156.	Stripping Pads 20" Black			
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)			
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better			
159.	Styrofoam Cup 8 Oz. (8J8) or equal			
160.	Styrofoam Cups 4 oz (UJ4)or equal			
161.	Styrofoam Plates 6" Laminated			
162.	Styrofoam Plates 6" Unlaminated			
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal			
164.	Styrofoam Plates 9" Laminated			
165.	Styrofoam Plates 9" Unlaminated			
66.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal			
167.	Toilet Brushes- (Standard Size) Plastic			
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal			
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)			
170.	Toilet Seat Covers			
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal			
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal			
173.	Toilet Tissue( 6/ Jumbo 2000 ft) (Georgia Pacific)or equal			
174.	Toothbrush Firm- Specify Size			
175.	Toothbrush Medium Specify Size			
176.	Toothbrush Soft Specify Size			
177.	Toothpaste Std Size, Specify Size			
178.	Toothpaste Travel Size, Specify Size			
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL			

JANITORIAL & INDUSTRIAL SUPPLIES				
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
180.	Trash Cans & Lids 16 Gallon			
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid ) or equal			
182.	Trash Cans- 10 Gallon			
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner			
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal			
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners			
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners			
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners			
188.	Urinal Block w/ Screens			
189.	Urinal Blocks (Blocks Only)			
190.	Urinal Deodorant Screens- Screens Only			
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal			
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal			
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)			
194.	Utensils Forks-Clear - (1,000 Ct.)			
195.	Utensils Spoons -Plastic (Solo) or equal			
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal			
197.	Utensils Spoons -Plastic -Dispozo medium WMS 1,000/cs or equal			
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)			
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)			
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal			
201.	Wasp/ Hornet Spray			
202.	Wasp/ Hornet Spray - 20 Ft Stream			
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal			
204.	Weed Killer (Round up) or equal			
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution			
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal			
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal			

## ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELLULAR NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# **EXHIBIT “C”**

## **INSURANCE REQUIREMENTS**

**HIDALGO COUNTY**

**REQUEST FOR BID**

**“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS &  
SUPPLIES”**

**(All Funding Sources, Programs and Entities)**

**Bid No. 2010-186-09-01-SMA**

## **EXHIBIT "C"**

### **Insurance Requirements**

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:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy 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 bodily injury limits set forth immediately above;
4. 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.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. 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. 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 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.

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	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>INSURERS AFFORDING COVERAGE</b>		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
			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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE	LIMITS
A	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR					MED (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT					PERM ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY					ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY					PRODUCTS - COMPROP \$
	<input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	<b>GARAGE LIABILITY</b>					AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC \$
						AUTO ONLY EA ACC AGG \$
C	<b>EXCESS LIABILITY</b>					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>					WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
						E L. EACH ACCIDENT \$
						E L. DISEASE-EA EMPLOYEE \$
						E L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

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

\_\_\_\_\_  
Date

### **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid 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 bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_.
- 2. Bonds: \_\_\_\_\_.
- 3. Certificates: \_\_\_\_\_.
- 4. Permits: \_\_\_\_\_.
- 5. Other: \_\_\_\_\_.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, 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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# **EXHIBIT "D"**

## **CIQ FORM CONFLICT OF INTEREST QUESTIONNAIRE**

**HIDALGO COUNTY**

**REQUEST FOR BID**

**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS &  
SUPPLIES"**

**(All Funding Sources, Programs and Entities)**

**Bid No. 2010-186-09-01-SMA**

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate )

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

**VENDOR'S APPLICATION**

**&**

**W-9 FORM**

**HIDALGO COUNTY**

**REQUEST FOR BID**

**“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS &  
SUPPLIES”**

**(All Funding Sources, Programs and Entities)**

**Bid No. 2010-186-09-01-SMA**



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:                      Yes    No

If yes, by whom?:    Texas Building & Procurement Commission                      Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:    Yes    No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

---

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):    Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):    Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):    Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

---

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							
or							
Employer identification number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> <td style="width: 15%; border: 1px solid black;"> </td> </tr> </table>							

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**CERTIFICATION**  
**REGARDING DEBARMENT**

**HIDALGO COUNTY**

**REQUEST FOR BID**

**“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS &  
SUPPLIES”**

**(All Funding Sources, Programs and Entities)**

**Bid No. 2010-186-09-01-SMA**

## **Certification Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**DRAFT REQUIREMENTS**  
**AGREEMENT**

**HIDALGO COUNTY**

**REQUEST FOR BID**

**“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS &  
SUPPLIES”**

**(All Funding Sources, Programs and Entities)**

**Bid No. 2010-186-09-01-SMA**

**REQUIREMENTS AGREEMENT**  
**C-10-186-00-00**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between \_\_\_\_\_ ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES**", (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

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

**WHEREAS**, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions.

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. 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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.

l. **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.

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **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 therefore 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.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_

Rene A. Ramirez, County Judge

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

**COMPANY:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Atlas & Hall, LLP

\_\_\_\_\_  
Stephen L. Crain

**APPROVED BY COMMISSIONERS COURT:** \_\_\_\_\_



PURCHASING DEPARTMENT  
County Of Hidalgo

August 31, 2010

**RE: ADDENDUM NO.1**

**FOR RFB No: 2010-186-09-01-SMA "HIDALGO COUNTY-"JANITORIAL SUPPLIES,  
INDUSTRIAL CHEMICALS & SUPPLIES" (all funding sources, programs and entities)**

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with "**HIDALGO COUNTY**" Request for Sealed Bids for the "**JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES**" (all funding sources, programs and entities .

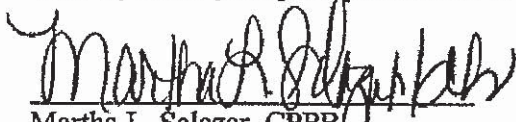
Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet *LEGAL NOTICE page 3 paragraph 9*.

**ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1** by signing and returning this notice to by no later than August 31, 2010 at 5:00 p.m. via e-mail to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for "**HIDALGO COUNTY-"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES**" (all funding sources, programs and entities

Thank you for your prompt attention to this matter.

  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_  
ADDENDUM NO 1  
ACKNOWLEDEMENT OF RECEIPT

\_\_\_\_\_  
Firm's Name

MLS/sma  
Enclosures

Addendum No. 1--Page 1 of 2

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

**ADDENDUM NO. 1**  
**August 31, 2010**

**“HIDALGO COUNTY-“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES” (all funding sources, programs and entities)**

**RFB NO. 2010-186-09-01-SMA**

Bid Opening Date: ~~September 01, 2010 @ 9:30 A.M.~~

**NEW BID OPENING DATE: September 08, 2010 @ 9:30 A.M**

**PLEASE NOTE THE FOLLOWING CHANGES:**

1. REPLACE EXHIBIT “B”-Bid Page with REVISED EXHIBIT “B”-Bid Page, consisting of 6 pages.
2. BID OPENING HAS BEEN EXTENDED TO SEPTEMBER 08, 2010 @ 9:30 A.M.

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 1 dated, August 31, 2010 for RFB NO.: 2010-186-09-01-SMA- “HIDALGO COUNTY-“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES” (all funding sources, programs and entities)

\_\_\_\_\_  
Print VENDOR’s Name

\_\_\_\_\_  
Date

**\*NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.**

# EXHIBIT "B"- REVISED

**Hidalgo County**  
**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**  
 (All Funding Sources, Programs & Entities)  
 BID NO.: 2010-186-09-01-SMA

**BID PAGE**

<b>JANITORIAL &amp; INDUSTRIAL SUPPLIES</b>					
	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal				
2.	3M griddle screens 10 per pack (200) or equal				
3.	Air Freshener- Aerosol Asst Scents				
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz				
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal				
6.	Ant &Roach Spray odorless				
7.	Ant &Roach Spray odorless to contain deltametrin				
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal				
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal				
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal				
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal				
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal				
13.	Bio-Hazard Bag Red 40 x 48 3 mil				
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital				
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal				
16.	Body Shampoo- per Gallon				
17.	Body Towels Standard Size				
18.	Bowl Cleaner - Liquid( Non Acid) EPA Registered				
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered				
20.	Bowl Mops (Rayon) or equal				
21.	Brooms -(Plastic Angel) or equal				
22.	Brooms- Janitorial Straw				
23.	Brooms -Maids - Straw (Waco) or equal				
24.	Buffing Pads 17" White				
25.	Buffing Pads 20" White				
26.	Butcher Paper 24"				
27.	Carpet Shampoo- Liquid Ammonia Free				
28.	Carpet Powder & Deodorizer				
29.	Carpet Shampoo Liquid				
30.	Carpet Spot Remover 32 oz.				
31.	Carroll heavy duty chemical deodorant 4/1 gallons (HDCD1) or equal				
32.	Cleaner -Diversey -general purpose 4/1 gallons (GPFOR14) or equal				
33.	Cleaner- Oven 24oz. foam cleaner				
34.	Cleaner -Stainless Steel- water less based				
35.	Continental 18" rubber floor squeegees (1800) or equal				
36.	Continental 24" rubber floor squeegee (2400) or equal				
37.	Dart Vented Lid- I2J12-or equal				
38.	Dart Vented Lid-8J8 or equal				
39.	Degreaser -55 Gallon				

**JANITORIAL & INDUSTRIAL SUPPLIES**

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	PRICE PER CASE	UNIT PRICE
40.	Deodorant-hygiene				
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal				
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal				
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal				
44.	Dishwashing Liquid- 42 oz (Dawn) or equal				
45.	Disinfectant & Deodorizer Cleaner Aerosol				
46.	Disinfectant cleaner - Carroll clear pine mop 4/1 gallon (Pine1) or equal				
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1 gallons (Lemon1) or equal				
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)				
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)				
50.	Disinfectant Deodorant Spray- Hospital				
51.	Disinfectant Foam Cleaner- Hospital				
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal				
53.	Disinfecting wipes- (Lysol) or equal				
54.	Dispenser- Air Freshener Time Mist				
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)				
56.	Dispensers - Liquid Hand Soap (Bulk Soap)				
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)				
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)				
59.	Dust Cloths (Disposable) Yw				
60.	Dust Cloths- Non Disposable				
61.	Dust Mop 24" x 3- Disposable				
62.	Dust Mop 24" x 5- Non Disposable				
63.	Dust Mop 24"x 3 Non Disposable				
64.	Dust Mop 24"x 5 Disposable				
65.	Dust Mop Frames 24" x 5				
66.	Dust Mop Handles- Swivel Snap On				
67.	Dust Mop Treatment (Aerosol) equal or better				
68.	Dust Mop Treatment RTU				
69.	Dust Pan Metal- Lobby or equal				
70.	Dust Pan Plastic- Lobby or equal				
71.	Enzyme Deodorizers- per Gallon - Liquid				
72.	Facial Tissue (Georgia Pacific)equal or better				
73.	Feather Duster Extensions 12 Ft.				
74.	Feather Duster Extensions 8 Ft.				
75.	Feather Dusters 21 Inch Ostrich or Equal				
76.	Feather Dusters 26 Inch Ostrich or Equal				
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal				
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal				
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal				
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal				
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal				
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1 gallons (FLStride14) or equal				
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal				

**JANITORIAL & INDUSTRIAL SUPPLIES**

	<b>DESCRIPTION OF ITEM(S)</b>	<b>BRAND</b>	<b>Qty per CASE</b>	<b>PRICE PER CASE</b>	<b>UNIT PRICE</b>
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal				
85.	Foil Wrap- Potato (Reynolds) or equal				
86.	Furniture Polish- Aerosol				
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal				
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal				
89.	Gloves -Food Service - Large Clear (Brand Name)				
90.	Gloves- Food Service - Medium Clear (Brand Name)				
91.	Gloves -Latex - Small Disposable (Ansell or Equal)				
92.	Gloves- Latex- Large Disposable				
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)				
94.	Gloves- Latex -Medium - Non Disposable Yw (Ansell/ Equal)				
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)				
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)				
97.	Gloves- Safety (nitrile) SFZGNPRXLIM-or equal				
98.	Hand Cleaner- Waterless				
99.	Hand Towels- Standard Size				
100.	Hanging Toilet Bowl Blocks				
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal				
103.	Laced Dollies (different sizes and types)				
104.	Lice Killer Aerosol				
105.	Menu Tissue 12x12				
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal				
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal				
108.	Mop Handles Wood 54" Junior				
109.	Mop Head Cotton- Size 16 oz				
110.	Mop Head Cotton- Size 24 oz.				
111.	Mop Head Cotton- Size 32 oz.				
112.	Mop Head Rayon- Size 16 oz.				
113.	Mop head Rayon- Size 24 oz.				
114.	Mop Head Rayon-Size 32 oz				
115.	Mosquito Repellent Lotion				
116.	Mosquito Repellent Spray				
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal				
118.	Odor Eliminator- Non Aerosol				
119.	Paper Bags #10 Brown (Duro) or equal				
120.	Paper Bags #4 Brown (Duro) or equal				
121.	Paper Bags #8 Brown (Duro) or equal				
122.	Paper Bags 1/6 BBL Brown 1657 (Duro )or equal				
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal				
124.	Paper Cups-Portion-1Ooz (Solo)equal or better				
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal				
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal				
127.	Paper Towels Multi Folds (Georgia Pacific)or equal				
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5				
129.	Paper Towels. (GEP 89460) En-motion high capacity --white 10 x 800 or equal				

**JANITORIAL & INDUSTRIAL SUPPLIES**

	<b>DESCRIPTION OF ITEM(S)</b>	<b>BRAND</b>	<b>Qty per CASE</b>	<b>PRICE PER CASE</b>	<b>UNIT PRICE</b>
130.	Premium Foam Antibacterial Soap Refill (GOJ536202)or equal				
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal				
132.	Razors- Double Edged				
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal				
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal				
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)				
136.	Sanitary Napkins- Panty Liners				
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal				
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal				
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq				
140.	Scrubbing Cleansers- 21 oz (Comet) or equal				
141.	Shaving Cream				
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal				
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)				
144.	Soap- Bar -75 oz - 1,000 per case				
145.	Soap- Hand - Liquid- ( Bag In Box)				
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal				
147.	Spartan antiseptic/antibacterial hand soap 4/1 gallons (AntiHsoap) or equal				
148.	Spartan bounce back floor finish restorer 4/1 gallons (Bounce1) or equal				
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal				
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal				
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal				
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal				
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal				
154.	Sprayer-(TRIGGER ONLY) red & white (triggqt) or equal				
155.	Stripping Pads 17" Black				
156.	Stripping Pads 20" Black				
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)				
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better				
159.	Styrofoam Cup 8 Oz. (8J8) or equal				
160.	Styrofoam Cups 4 oz (UJ4)or equal				
161.	Styrofoam Plates 6" Laminated				
162.	Styrofoam Plates 6" Unlaminated				
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
164.	Styrofoam Plates 9" Laminated				
165.	Styrofoam Plates 9" Unlaminated				
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal				
167.	Toilet Brushes- (Standard Size) Plastic				
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal				
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)				
170.	Toilet Seat Covers				
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal				
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal				
173.	Toilet Tissue( 6/ Jumbo 2000 ft) (Georgia Pacific)or equal				

**JANITORIAL & INDUSTRIAL SUPPLIES**

	<b>DESCRIPTION OF ITEM(S)</b>	<b>BRAND</b>	<b>Qty per CASE</b>	<b>PRICE PER CASE</b>	<b>UNIT PRICE</b>
174.	Toothbrush Firm- Specify Size				
175.	Toothbrush Medium Specify Size				
176.	Toothbrush Soft Specify Size				
177.	Toothpaste Std Size. Specify Size				
178.	Toothpaste Travel Size. Specify Size				
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL				
180.	Trash Cans & Lids 16 Gallon				
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid ) or equal				
182.	Trash Cans- 10 Gallon				
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner				
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal				
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners				
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners				
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners				
188.	Urinal Block w/ Screens				
189.	Urinal Blocks (Blocks Only)				
190.	Urinal Deodorant Screens- Screens Only				
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal				
192.	Utensils Forks -Plastic -Dispoz- medium -1,000/cs (WMF) or equal				
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)				
194.	Utensils Forks-Clear - (1,000 Ct.)				
195.	Utensils Spoons -Plastic (Solo) or equal				
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal				
197.	Utensils Spoons -Plastic -Dispoz- medium WMS 1,000/cs or equal				
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)				
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack - (SVB) or equal				
201.	Wasp/ Homet Spray				
202.	Wasp/ Homet Spray - 20 Ft Stream				
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal				
204.	Weed Killer (Round up) or equal				
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution				
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal				
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal				

## ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELLULAR NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT "B"**  
**BID PAGE**

## AWARDED ITEMS TO SYSCO SAN ANTONIO, INC.

ITEM #	DECRPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
1	3M green 6x9 scouring pads 20/box (96HP) or equal	Sysco-1376805	1/20 ct	\$8.29	\$0.415
2	3M griddle screens 10 per pack (200) or equal	Sysco-5793971	10/20 ct	\$45.05	\$0.22525
23	Brooms -Maids - Straw (Waco) or equal	<b>Sysco-4180642</b>	<b>6 ea</b>	<b>\$17.34</b>	<b>\$2.89</b>
37	Dart Vented Lid-12J12-or equal	Dart-4097473	10/100 ct	\$10.77	\$0.01
38	Dart Vented Lid-8J8 or equal	Dart-4001178	10/100 ct	\$8.49	\$0.01
41	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal	Pamolive 4467353	4/1 gal	\$41.15	\$10.29
54	Dispenser- Air Freshener Time Mist	Sysco-5453881	1 ea	\$20.89	\$20.89
58	Dispensers -Paper Towels Multi Folds Universal (Plastic)	Tork-8010377	1 ea.	\$11.54	\$11.54
61	Dust Mop 24" x 3- Disposable	Sysco-6052211	1 set	\$29.85	\$29.85
85	Foil Wrap- Potato (Reynolds) or equal	<b>Duro-6727242</b>	<b>6/500ct</b>	<b>\$39.15</b>	<b>\$6.53</b>
101	Heavy Duty Laundry Detergent (for Commercial Laundry System)	<b>Sys Rel-8412142</b>	<b>1/25lb</b>	<b>\$27.22</b>	<b>\$1.09</b>
103	Laced Dollies (different sizes and types)	<b>Sys c/s-5" 2253276</b>	<b>1/1000 ct</b>	<b>\$8.13</b>	<b>see attached</b>
105	Menu Tissue 12x12	<b>Sysco-6829477</b>	<b>1/3000ct</b>	<b>\$20.77</b>	<b>\$0.0069</b>
119	Paper Bags #10 Brown (Duro) or equal	<b>Sysco-5113428</b>	<b>2/500ct</b>	<b>\$19.22</b>	<b>\$0.01922</b>
120	Paper Bags #4 Brown (Duro) or equal	<b>Sysco-5113394</b>	<b>4/500ct</b>	<b>\$25.73</b>	<b>\$0.012865</b>
121	Paper Bags #8 Brown (Duro) or equal	<b>Sysco-5113410</b>	<b>2/500ct</b>	<b>\$18.14</b>	<b>\$0.01814</b>
123	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal	<b>Sysco-5113402</b>	<b>2/500ct</b>	<b>\$16.02</b>	<b>\$0.01602</b>
133	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal	<b>Sysco-5793963</b>	<b>12/8x4</b>	<b>\$18.95</b>	<b>\$1.57916</b>
134	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal	<b>Sysco-4022307</b>	<b>2000/6.547</b>	<b>\$41.29</b>	<b>\$0.02065</b>
139	Scouring Sponges Yw/ Green Standard Size 3M/ Eq	<b>Sysco-1376805</b>	<b>1/20 ct</b>	<b>\$8.29</b>	<b>\$0.4145</b>

ITEM #	DESCRIPTION OF ITEMS	BRAND	QTY. per CASE	PRICE PER CASE	UNIT PRICE
157	Styrofoam Bowl- 6 oz 1,000/case (equal or better)	Dart-6526412	20/50 ct	\$23.19	\$0.02319
159	Styrofoam Cup 8 Oz. (8J8) or equal	Sysco-4088829	40/25 ct	\$14.30	\$0.0143
160	Styrofoam Cups 4 oz (UJ4) or equal	ConverMex-8717015	1000/4 oz.	\$12.00	\$0.012
162	Styrofoam Plates 6" Unlaminated	Sys Rel-8615753	8/125 ct	\$14.60	\$0.0146
163	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	Sys Rel-5274840	4/125 ct	\$14.54	\$0.02908
164	Styrofoam Plates 9" Laminated	Sys c/s-5318977	4/125 ct	\$22.07	\$0.04414
165	Styrofoam Plates 9" Unlaminated	Sys Rel-5274832	4/125 ct	\$14.54	\$0.02908
193	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)	I Pack-5810342	1,000 ct	\$8.00	\$0.0080
194	Utensils Forks-Clear - (1,000 Ct.)	Sys c/s-7947327	1000 ct	\$25.56	\$0.0256
195	Utensils Spoons -Plastic (Solo) or equal	I Pack-5810359	1000 ct	\$7.95	\$0.00795
198	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)	I Pack-5840359	1000 ct	\$8.77	\$0.00877

**ACKNOWLEDGMENT FORM**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

**Sysco San Antonio, Inc.**  
BIDDER /COMPANY'S NAME: \_\_\_\_\_  
ADDRESS: P.O. Box 18364  
CITY/STATE/ZIP CODE: San Antonio, TX 78154  
PHONE NUMBER: 210-444-3417  
CELLULAR NUMBER: —  
FAX NUMBER: 210-444-3420  
AUTHORIZED SIGNATURE: Rebecca Dresch  
EMAIL ADDRESS: dresch.rebecca@satx.sysco.com  
PRINTED NAME: Rebecca Dresch  
TITLE: Merchandising Bio Manager  
DATE: 9-2-10

# EXHIBIT "B"

## Hidalgo County

### "JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

(All Funding Sources, Programs & Entities)

BID NO.: 2010-186-09-01-SMA

### BID PAGE

JANITORIAL & INDUSTRIAL SUPPLIES					
#	DESCRIPTION OF ITEM(S)	SYSCO #	BRAND	Qty per CASE	UNIT PRICE
1.	3M green 6x9 scouring pads 20/box (96HP) or equal	1376805	Sysco	1/20ct	8.29
2.	3M griddle screens 10 per pack (200) or equal	5793971	Sysco	10/20ct	45.05
3.	Air Freshener- Aerosol Asst Scents	3530797	Sysco	1/6pk	36.07
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz	5453881	Sysco	1/each	20.89 ct
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal	6707012	Com MFG	5/20in	28.57
6.	Ant & Roach Spray odorless	4440343	Sysco	6/15oz	41.57
7.	Ant & Roach Spray odorless to contain deltamethrin				NO BID
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal				NO BID
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal	5161591	HANDMADE	2000/EA	29.10
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal	0770701	E KRAY	250/EA	24.19
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal	7349095	HANDMADE	500/7x8	31.27
12.	Baggies-Freezer Bags 10x11-200 Ct/s (Quick Seal) or equal	7591886	Reynolds	200/15gal	42.19
13.	Bio-Hazard Bag Red 40 x 48 3 mil				NO BID
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital				NO BID
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal	6366348	Sys Rel	6/96oz	10.56
16.	Body Shampoo- per Gallon				NO BID
17.	Body Towels Standard Size				NO BID
18.	Bowl Cleaner - Liquid Non Acid) EPA Registered	7637430	Keystone	6/32oz	26.54
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered				NO BID
20.	Bowl Mops (Ravon) or equal				NO BID
21.	Brooms -(Plastic Angel) or equal	1341197	Sysco	1/54in	13.50
22.	Brooms- Janitorial Straw	4194908	Sysco	6/32Lb	38.49
23.	Brooms -Maids - Straw (Waco) or equal	4180642	Sysco	6/EA	17.34
24.	Buffing Pads 17" White				NO BID
25.	Buffing Pads 20" White				NO BID
26.	Butcher Paper 24"	4047155	Duro	1/24in	30.59 P
27.	Carpet Shampoo- Liquid Ammonia Free				NO BID
28.	Carpet Powder & Deodorizer				NO BID
29.	Carpet Shampoo Liquid				NO BID
30.	Carpet Spot Remover 32 oz.				NO BID
31.	Carroll heavy duty chemical deodorant 4/1gallons (HDCD1) or equal				NO BID
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal				NO BID
33.	Cleaner- Oven 24oz foam cleaner	4127627	EASYOFF	6/24oz	27.79
34.	Cleaner -Stainless Steel- water less based	8509370	Keystone	6/17oz	24.46
35.	Continental 18" rubber floor squeegees (1800) or equal				NO BID
36.	Continental 24" rubber floor squeegee (2400) or equal				NO BID
37.	Dart Vented Lid-12.112- or equal	4097473	DART	10/100ct	10.77
38.	Dart Vented Lid-818 or equal	4001178	DART	10/100ct	8.49
39.	Degreaser -55 Gallon				NO BID
40.	Deodorant-hygiene				NO BID
41.	Detergent-Calgate Palmolive Dishwashing-12/32 PAL1232 or equal	4467353	PALMOLIVE	4/gal	41.15

**OPENED**  
 9:55 am  
 9-22-10  
 Witnessed

P

**JANITORIAL & INDUSTRIAL SUPPLIES**

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal	Sysco		NO BID
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal	6483853 DAWN	8/38oz	3.66 NO BID
44.	Dishwashing Liquid- 42 oz (Dawn) or equal			NO BID
45.	Disinfectant & Deodorizer Cleaner Aerosol	768197 Keystone	4/1gal	24.70
46.	Disinfectant cleaner - Carroll clear pine mop 4/1 gallon (Pine) or equal			NO BID
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon) or equal			NO BID
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)	7637352 Keystone	6/32oz	50.78
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)	4308417 Sysco	6/15oz	27.40
50.	Disinfectant Deodorant Spray- Hospital			NO BID
51.	Disinfectant Foam Cleaner- Hospital	.85 77217 Keystone	6/19oz	27.74
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12:1 Soz (EndBacII) or equal			NO BID
53.	Disinfecting wipes- (Lysol) or equal			NO BID
54.	Dispenser- Air Freshener Time Mist	5453881 Sysco	1/each	20.89
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)	5854336 Sysco	1/each	25.24
56.	Dispensers - Liquid Hand Soap (Bulk Soap)			NO BID
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)			NO BID
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)	8010377 TURK	1/ea	11.54
59.	Dust Cloths (Disposable) Yw			NO BID
60.	Dust Cloths- Non Disposable			NO BID
61.	Dust Mop 24" x 3- Disposable	6052211 Sysco	1/set	29.85
62.	Dust Mop 24" x 5- Non Disposable			NO BID
63.	Dust Mop 24"x 3 Non Disposable			NO BID
64.	Dust Mop 24"x 5 Disposable			NO BID
65.	Dust Mop Frames 24" x 5			NO BID
66.	Dust Mop Handles- Swivel Snap On			NO BID
67.	Dust Mop Treatment (Aerosol) equal or better			NO BID
68.	Dust Mop Treatment RTU			NO BID
69.	Dust Pan Metal- Lobby or equal	5653860 Can Mfg	1/16"	10.09
70.	Dust Pan Plastic- Lobby or equal	7378989 Sysco	1/ea	11.95
71.	Enzyme Deodorizers- per Gallon - Liquid			NO BID
72.	Facial Tissue (Georgia Pacific)equal or better	8066090 Georgia Pacific	36/96ct	54.65
73.	Feather Duster Extensions 12 Ft.			NO BID
74.	Feather Duster Extensions 8 Ft.			NO BID
75.	Feather Dusters 21 Inch Ostrich or Equal			NO BID
76.	Feather Dusters 26 Inch Ostrich or Equal			NO BID
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal	7435266 Sysco	1/18"	17.96
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds)915 or equal	7435290 Sysco	1/18"	27.79
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal			NO BID
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal			NO BID
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal			NO BID
82.	Floor Cleaner- Diversey floral fragrance neutral 4:1 gallons (FLStride14) or equal			NO BID
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal			NO BID
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal	6937767 Sysco	1/18"	31.58
85.	Foil Wrap- Potato (Reynolds) or equal	6727242 Durable	6/500ct	39.15
86.	Furniture Polish- Aerosol	4176459 Sysco	6/18oz	26.74

**OPENED**

9:55am  
9-22-10

**Witnessed**



**JANITORIAL & INDUSTRIAL SUPPLIES**

	DESCRIPTION OF ITEM(S)	Sysco #	BRAND	Qty per CASE	UNIT PRICE
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal	8458226	Sys Rel	4/1 gal	16.83
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal	7682790	Keystone	4/32oz	17.55
89.	Gloves -Food Service - Large Clear (Brand Name)	8346538	Sys Cls	10/100ct	20.02
90.	Gloves- Food Service - Medium Clear (Brand Name)	8348245	Sys Cls	10/100ct	19.99
91.	Gloves -Latex - Small Disposable (Ansell or Equal)	8347692	Sys Cls	4/100ct	34.78
92.	Gloves- Latex- Large Disposable	8338501	Sys Cls	4/100ct	29.16
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)				NO BID
94.	Gloves- Latex -Medium - Non Disposable Yw (Ansell/ Equal)	4744618	Best value	36/pr	37.57
95.	Gloves- Latex -Medium - Disposable (Ansell or Equal)				NO BID
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)	4744659	Best value	36/pr	37.57
97.	Gloves- Safety (nitrile) SFZGNPRLIM-or equal	8144701	Food Handler	4/100ct	43.65
98.	Hand Cleaner- Waterless				NO BID
99.	Hand Towels- Standard Size				NO BID
100.	Hanging Toilet Bowl Blocks				NO BID
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)	8412142	Sys Rel	1/25lb	27.22
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal				NO BID
103.	Laced Dollies (different sizes and types) 5inch	2253276	Sys Cls	1/100ct	8.13 See Attach
104.	Lice Killer Aerosol				NO BID
105.	Menu Tissue 12x12	6829477	Sysco	1/3000ct	20.77
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal	4250478	Rubbermaid	1/18qt	13.85
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal	6760623	Sysco	1/54"	25.83
108.	Mop Handles Wood 54" Junior				NO BID
109.	Mop Head Cotton- Size 16 oz				NO BID
110.	Mop Head Cotton- Size 24 oz.	4179339	Sysco	1/3ct	14.33
111.	Mop Head Cotton- Size 32 oz.	4179347	Sysco	1/3ct	18.85
112.	Mop Head Rayon- Size 16 oz.				NO BID
113.	Mop head Rayon- Size 24 oz.				NO BID
114.	Mop Head Rayon-Size 32 oz				NO BID
115.	Mosquito Repellent Lotion				NO BID
116.	Mosquito Repellent Spray				NO BID
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal	8366405	Georgia Pacific	8/350ct	64.78
118.	Odor Eliminator- Non Aerosol				NO BID
119.	Paper Bags #10 Brown (Duro) or equal	5113428	Sysco	2/500ct	19.22
120.	Paper Bags #4 Brown (Duro) or equal	5113394	Sysco	4/500ct	25.73
121.	Paper Bags #8 Brown (Duro) or equal	5113410	Sysco	2/500ct	18.14
122.	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal				NO BID
123.	Paper Bags-6lb Brown 6BG (Duro)500/pack or equal	5113402	Sysco	2/500ct	16.02
124.	Paper Cups-Portion-10oz (Solo)equal or better				NO BID
125.	Paper Roll Towels- Kitchen (Scott- 1159) or equal	4661088	Sys Cls	12/210shx4	25.47
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal	4661245	Sysco	12/210shx4	30.02
127.	Paper Towels Multi Folds (Georgia Pacific) or equal	3864642	Sys Imp	16/150ct	30.31
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5	5779079	Et James	6/320ct	43.47
129.	Paper Towels, (GEP 89460) En-motion high capacity -white 10 x 800 or equal	9627761	Georgia Pacific	6/800ft	59.66
130.	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal				NO BID
131.	Purell Hand Sanitizer Refill-GOJ53604- or equal				NO BID
132.	Razors- Double Edged				NO BID
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal	5793963	Sysco	12/8x4 in	18.95

**OPEN**  
 9:55am  
 9-22-10  
**Witness**

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**JANITORIAL & INDUSTRIAL SUPPLIES**

	DESCRIPTION OF ITEM(S)	Sysco #	BRAND	Qty per CASE	UNIT PRICE
134.	Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal	4022307	Sysco	2000/65x7	41.29
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)				NO BID
136.	Sanitary Napkins- Panty Liners				NO BID
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal				NO BID
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal				NO BID
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq	1376805	Sysco	1/20ct	8.29
140.	Scrubbing Cleansers- 21 oz (Comet) or equal	8435178	Comet	24/21oz	28.20
141.	Shaving Cream				
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal	5156740	ECO Lab	4/1gal	144.67
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)				NO BID
144.	Soap- Bar -75 oz - 1,000 per case				NO BID
145.	Soap- Hand - Liquid- ( Bag In Box)	7990278	Sysco	6/800mL	38.03
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal	2977221	ECO Lab	6/32oz	39.95
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (Antiflsoapl) or equal				NO BID
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal				NO BID
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal				NO BID
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAEB) or equal				NO BID
151.	Spartan sanitize quart food service sanitizer 12/32oz (SR1U) or equal	7808482	Keystone	6/32oz	22.27
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal				NO BID
153.	Spray Bottles -32 oz. empty bottle (bottleq) or equal				NO BID
154.	Sprayer-(TRIGGER ONLY) red & white (trigg) or equal				NO BID
155.	Stripping Pads 17" Black				NO BID
156.	Stripping Pads 20" Black				NO BID
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)	6526412	DART	20/50ct	23.19
158.	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	4106530	DART	1000/12oz	31.41
159.	Styrofoam Cup 8 Oz. (8J8) or equal	4088829	Sysco	40/25ct	14.30
160.	Styrofoam Cups 4 oz (UJ4) or equal	8717015	CONARMX	1000/4oz	12.00
161.	Styrofoam Plates 6" Laminated	5318928	Sys Cls	8/125ct	22.23
162.	Styrofoam Plates 6" Unlaminated	8615753	Sys Rel	8/125ct	14.60
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	5274840	Sys Rel	4/125ct	14.54
164.	Styrofoam Plates 9" Laminated	5318977	Sys Cls	4/125ct	22.07
165.	Styrofoam Plates 9" Unlaminated	5274832	Sys Rel	4/125ct	14.54
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal				NO BID
167.	Toilet Brushes- (Standard Size) Plastic				NO BID
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal				NO BID
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)				NO BID
170.	Toilet Seat Covers	5651486	Hospital Specialty Co	4/250ct	18.97
171.	Toilet Tissue (12'1000' Jr. Jumbo) (Georgia Pacific) or equal	3860541	Sys Cls	12/2000Ft	54.12
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	012295	Ft James	80/450shs	52.20
173.	Toilet Tissue( 6' Jumbo 2000 ft) (Georgia Pacific) or equal				NO BID
174.	Toothbrush Firm- Specify Size				NO BID
175.	Toothbrush Medium Specify Size				NO BID
176.	Toothbrush Soft Specify Size				NO BID
177.	Toothpaste Std Size, Specify Size				NO BID
178.	Toothpaste Travel Size, Specify Size				NO BID
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL				NO BID

OPENED

9:55 AM  
9-22-70

Witnessed

*[Handwritten signature]*

**JANITORIAL & INDUSTRIAL SUPPLIES**

	DESCRIPTION OF ITEM(S)	BRAND	Qty per CASE	UNIT PRICE
180.	Trash Cans & Lids 16 Gallon			no bid
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid ) or equal			no bid
182.	Trash Cans- 10 Gallon			no bid
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner	5871736 Sysco	45 gal 250 ct	50.79
184.	Trash liners- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal			no bid
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners	4046843 Sysco	30 gal 200 ct	33.85
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners	4047031 Sysco	33 gal 150 ct	30.21
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners			no bid
188.	Urinal Block w/ Screens			no bid
189.	Urinal Blocks (Blocks Only)	5366885 Sysco		22.86
190.	Urinal Deodorant Screens- Screens Only			no bid
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal			no bid
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal	7970389 SysRel	1000 ct.	11.04
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)	5810342 I pack	1000 ct.	8.00
194.	Utensils Forks-Clear - (1,000 Ct.)	7947327 SysClis	1000 ct.	25.56
195.	Utensils Spoons -Plastic (Solo) or equal	5810359 I pack	1000 ct.	7.95
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal			no bid
197.	Utensils Spoons -Plastic -Dispozo medium WMS 1,000/cs or equal			no bid
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)	5810359 I pack	1000 ct.	8.77
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	7552414 I pack	250 ea	15.48
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal			no bid
201.	Wasp/ Hornet Spray			no bid
202.	Wasp/ Hornet Spray - 20 Ft Stream			no bid
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal			no bid
204.	Weed Killer (Round up) or equal			no bid
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution			no bid
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal			no bid
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal	4406096 Chix	150 ea.	36.78

**OPENED**

9:55am

9-22-10

**Witnessed**

*[Signature]*

Hidalgo Janitorial -additional

line# 103. Laced Dollies (different sizes and types )	Supc	Brand	Qty per Case	Unit Price
Doily Lace Rnd Wht 8 in	2253771	SYS CLS	1/1000 CT	16.96
Doily Lace Rnd Wht 10 in	2254043	SYS CLS	1/1000 CT	25.77
Doily Lace Rnd Wht 12 in	2254464	SYS CLS	1/1000 CT	31.45

**EXHIBIT "C"**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/18/2010

## PRODUCER

Marsh USA Inc.  
1000 Main Street, Suite 3000  
Houston, TX 77002  
Attn: Ayesha Mack (713)276-8492

THIS CERTIFICATION 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.

014859-Prim-Cas-10-11

## INSURED

Sysco Corporation  
its affiliates and subsidiaries  
1390 Enclave Parkway  
Houston, TX 77077

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Zurich American Insurance Company	02563
INSURER B: N/A	N/A
INSURER C: American Zurich Insurance Company	02743
INSURER D: Steadfast Insurance Company	26387
INSURER E:	

## COVERAGES

2

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO 2347203 01	06/30/2010	06/30/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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	BAP 2347204 01	06/30/2010	06/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 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 EA ACC AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 2347199 01 AOS WC 2347200 01 ID WC 2347201 01 WI EWS 2347202 01 OH & WA	06/30/2010 06/30/2010 06/30/2010 06/30/2010	06/30/2011 06/30/2011 06/30/2011 06/30/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Texas Employers Indemnity SIR \$2,000,000	EWT2347222-00	06/30/2010	06/30/2011	General Aggregate 10,000,000 Combined Single Limit Per Occurrence 5,000,000

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

## CERTIFICATE HOLDER

HOU-001420612-05

## CANCELLATION

Sysco Corporation  
its affiliates and subsidiaries  
1390 Enclave Parkway  
Houston, TX 77077-2099SHOULD 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  
of Marsh USA Inc.  
Ryan W. Medlin*Ryan W Medlin*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.