Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 10, 2015

Kevin Myers, Regional Vice President or
Blake Taylor, Account Manager
**KEEFE COMMISSARY NETWORK, LLC.**
3101 Marquis, Suite 200
Garland, Texas 75042
**P** (972) 272-1564 **C** (214) 392-7248

via email btaylor@keefegroup.com
via facsimile (972) 272-5387

***Re: Renewal/Extension for Contract C-14-107-06-30 - "Commissary Supplies" (on an as needed basis) - Hidalgo County Sheriff's Office***

Dear Mr. Taylor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1ST) YEAR** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us.

By: _____ Date: 6/16/15

Kevin Myers, Reg. VP or Blake Taylor, Account Manager
**KEEFE COMMISSARY NETWORK, LLC**

***Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).***

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

# CERTIFICATE OF LIABILITY INSURANCE

12/1/2015

DATE (MM/DD/YYYY) 12/22/2014

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

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

PRODUCER
Lockton Companies
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

RECEIVED
DEC 29 2014
By Ma 12 Opm

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : Great Northern Insurance Company | 20303 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
1357689
Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis MO 63132

COVERAGES CENGR CERTIFICATE NUMBER: 12940993 REVISION NUMBER: XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER | Y | N | 7321-00-90 | 1/1/2015 | 12/1/2015 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | N | N | 73210092 | 1/1/2015 | 12/1/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | | | | | | | AGGREGATE | $ XXXXXXX |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 7165-55-50 | 1/1/2015 | 12/1/2015 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hidalgo is an additional insured under general liability as reqired by written contract.

CERTIFICATE HOLDER

12940993

Hidalgo County
Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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**REQUIREMENTS AGREEMENT**
**C-14-107-06-30**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **30th** day of **June, 2014** by and between **KEEFE COMMISSARY NETWORK, LLC** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements for the **"Commissary Supplies** for **Hidalgo County Adult Detention Facility (Jail)" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed 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, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of **one (1) year** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions. Buyer also 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. The initial term of this Contract shall commence on **August 19, 2014** and expire on **August 18, 2015,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be specified by buyer in its Purchase Order F.O.B. Seller's location in Hidalgo County, Texas.

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
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

Keefe Commissary Network, LLC
Attn: Kevin Myers, Regional VP (or)
Blake Taylor, Account Manager
3101 Marquis, Suite 200
Garland, Texas 75042

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.** Buyer 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.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, 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 Buyer.

(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 Buyer, 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 Commissioner's Court: JUNE 30, 2014.***

**APPROVED AS TO FORM:**
**Atlas, Hall & Rodriguez, LLP**

By: _____
Stephen L. Crain, Attorney

**BUYER:**
**COUNTY OF HIDALGO**

By: Ramon Garcia
Ramon Garcia, ~~Buyer~~ County Judge

**ATTEST:**

_____
Arturo Guajardo Jr., Buyer Clerk

Approved by Commissioners' Court
on 6/30/14 RD

**SELLER:**
**KEEFE COMMISSARY NETWORK, LLC**

By: _____
Printed Name: Kevin Myers, Regional VP
Printed Name: ~~Blake~~ Taylor, Account Manager

# EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

May 5, 2014

**Participant's name**

**Address**

**City**

**State, Zip Code**

Re: ***Hidalgo County Sheriff's Office***
**Request for Bids–*"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"***
**Bid No: 2014-107-05-21-SMA**

**Dear Prospective Bidders:**

**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

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# REQUEST FOR BIDS (RFB)

## Hidalgo County Sheriff's Office
## *"COMMISSARY SUPPLIES*
## *for Hidalgo County Adult Detention Center Facility (Jail)"*
**Bid No: 2014-107-05-21-SMA"**

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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 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 5, 2014
Date

| Bid No: 2014-107-05-21-SMA | Buyer: Sandra Montalvo | Tel. No.: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## *HIDALGO COUNTY SHERIFF'S OFFICE*
## *"COMMISSARY SUPPLIES*
## *for Hidalgo County Adult Detention Center Facility (Jail)"*

**Bid Opening Date: May 21, 2014 @ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539
956-318-2626

Form HCPD-05

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and Three (3) copies of all bids are required with 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-2014-107-05-21-SMA- HIDALGO COUNTY SHERIFF'S OFFICE–COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)"** and in County's Purchasing Department, Physical Address: 2802 S. Business Highway 281, Postal/Mailing Address: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., Wednesday, May 21, 2014.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.**

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment

on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure of the delivered item 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. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

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. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card 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. **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after -hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
    a) Invoices must include:
    b) Name and address of successful bidder
    c) Name and address of receiving department or official (signed delivery tickets)

d) Purchase Order Number (if any)
e) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE- COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Vehicle title paperwork must be properly filled out and provided at time of delivery.
- The following documentation must be included:

a) Certificate of Origin (signed Title, if used vehicle purchase)
b) Application For Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

- Contact person for Billing and Payment questions:

**Attn: Budget Office**
**HIDALGO COUNTY SHERIFF'S OFFICE**
711 El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| Bid Opening, 9:30 A.M. | **May 21, 2014** |
| Projected Award of Contract or Issuance of Purchase Order | **_____, 2014** |
| Projected Commence Work or Deliver Products | **_____, 2014** |

18. **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.

19. **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.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER**.

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. Vendors must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

**Bid**
**for**
**HIDALGO COUNTY SHERIFF'S OFFICE**
**"COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
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: _____

# EXHIBIT "A"

**Specifications/Requirements**
**Hidalgo County Sheriff's Office**
***"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"***
**BID No. 2014-107 05-21-SMA**

## SCOPE

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

## REQUIREMENTS/SPECIFICATIONS, TERMS & CONDITIONS

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

1) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

2) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

3) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

4) Hidalgo County Sheriff's Office 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.

5) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

6) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

7) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

8) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

9) ***SUPPLIES REQUIRED:***

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

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items
- Dental care items
- Various over –the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

10) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2013 is as follows:

Total inventory purchases:

- **$_467,290.00** (Current average daily total detention center population is at 1384).

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

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

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

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

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

16) ***RECORD/INVENTORY:*** Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

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

18) ***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:

A) **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.

B) **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.

C) **Time frame 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.

D) **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 adjustment 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.

E) **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.

## 20) ADDITIONAL INFORMATION:

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.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED** via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, **May 14,** 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Friday, **May 16,** 2014 by 5:00 p.m.

# EXHIBIT "B"

Bid Page

**Hidalgo County Sheriff's Office**

***"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"***

***BID No. 2014-107- 05-21-SMA***

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 1. | Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.) | $ |
| 2. | Almond Joy Bar 1.61.oz | $ |
| 3. | Baby Ruth 2.1 oz. | $ |
| 4. | Butter Finger Bar 2.1 oz. | $ |
| 5. | Snickers Almond Bar 1.76 oz. | $ |
| 6. | Milky Way Bar 2.05 oz. | $ |
| 7. | Pay Day Bar 1.85 oz. | $ |
| 8. | Snickers Bar 2.07 oz. | $ |
| 9. | 3 Musketeers Bar 2.13 oz. | $ |
| 10. | Skittles "Original Fruits" 2.17 oz. bag | $ |
| 11. | M & M Peanuts 1.74 oz. bag | $ |
| 12. | Twix Bar 2.0 oz. | $ |
| 13. | Peanut Pattie 2.25 oz. | $ |
| 14. | Reese's Peanut Butter Cups 1.5 oz. | $ |
| 15. | Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef) | $ |
| 16. | Chili Corn Nuts-1.4 oz | $ |
| 17. | Ranch Corn Nuts -1.4 oz | $ |
| 18. | Salted Peanuts 1.75 oz. bag | $ |
| 19. | Chunk Light Tuna 4.23 oz. Pouch | $ |
| 20. | Refried Beans Resealable Pouch 6 oz. | $ |
| 21. | Jalapeno Cheese Spread 8 oz. Plastic Tub | $ |
| 22. | Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle | $ |
| 23. | Peanut Butter Squeezers 1.12 oz. | $ |
| 24. | Chili No Beans 11.25oz. Pouch | $ |
| 25. | Chili w/Beans 11.25oz. Pouch | $ |
| 26. | Hot Chili w/Beans 11.25 oz. Pouch | $ |
| 27. | Roast Beef & Gravy 10 oz. Pouch | $ |
| 28. | Sardines in Hot Tomato Sauce 3.53oz. Pouch | $ |
| 29. | Fish Fillets 3.53oz. Pouch | $ |
| 30. | B.B.Q. Potato Chips 1.5 oz. bag | $ |
| 31. | Flaming Hot Cheetos 1.5oz. bag | $ |
| 32. | BBQ Corn Chips 1.5oz. bag | $ |
| 33. | Doritos Nacho Cheese 1.5oz | $ |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 34. | Tortilla Chips 12 oz. bag | $ |
| 35. | Tostadas 12oz. pack | $ |
| 36. | Takis or Extremes 3.7 oz. bag | $ |
| 37. | Hot/Spicy Pork Cracklings 2 oz. | $ |
| 38. | Snack Crackers 12 oz. box | $ |
| 39. | Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray | $ |
| 40. | Zinger Cremes 4 oz. pack | $ |
| 41. | Cinnamon Rolls 4 oz. pk | $ |
| 42. | Honey Bun 6oz. pk | $ |
| 43. | Chocolate Cupcakes (2-pk) – 4 oz. | $ |
| 44. | Moon pies (banana/strawberry/chocolate) 2.75 oz. | $ |
| 45. | Cherry/Strawberry Danish 4.25 oz. | $ |
| 46. | Coca Cola Classic 20 oz. plastic bottle | $ |
| 47. | Sprite 20 oz. plastic bottle | $ |
| 48. | Fanta Orange 20 oz. plastic bottle | $ |
| 49. | Dr. Pepper 20 oz. plastic bottle | $ |
| 50. | Diet Coke 20 oz. plastic bottle | $ |
| 51. | Diet Dr. Pepper 20 z. plastic bottle | $ |
| 52. | Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch | $ |
| 53. | Coffee Mug w/Lid 14 oz. | $ |
| 54. | Hot Cocoa Mix 1oz. bag | $ |
| 55. | Cereal Bowl w/Lid 24 oz. | $ |
| 56. | Ozarka Spring Water 20 oz. plastic bottle | $ |
| 57. | Sugar Cubes 1 1b. bx | $ |
| 58. | Grey Sweatshirts (small thru 4XL) | $ |
| 59. | White Sport Bras (medium thru 3XL) | $ |
| 60. | White Boxer Shorts (small thru 6XL) | $ |
| 61. | White Thermal Underwear Set (small thru 6XL) | $ |
| 62. | Men White Crew Neck T-shirts (Small thru 6XL) | $ |
| 63. | White Men Briefs (small thru 5XL) | $ |
| 64. | Men's/Ladies Crew Socks (one size fits all) | $ |
| 65. | White Ladies Panties (Size 5 thru 18) | $ |
| 66. | White Men's/Ladies Velcro Tennis Shoes (Size 6-13) | $ |
| 67. | Tylenol Extra Strength (2 gel pouch) 50 ct. bx | $ |
| 68. | Advil Coated (2 tablet pouch) 50 ct. box | $ |
| 69. | Motrin Ibuprofen (2 tablet pouch) 50 ct. bx | $ |
| 70. | Tums- 3-roll pack | $ |
| 71. | 4" Anti Shank Security Toothbrush & Clear Cap | $ |
| 72. | Anti-Shank Security Razor – Single Edge | $ |
| 73. | Jolly Ranchers 3.7 oz. Assorted Bag | $ |
| 74. | Sunflower Kernels 4 oz. Bag | $ |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 75. | Starlite Mints 3.75 oz. Bag | $ |
| 76. | Elastic Pony Tails 18 ct. pk-black | $ |
| 77. | St. Valentines Cards (English/Spanish) 6/pk | $ |
| 78. | Happy Easter Card (English/Spanish) 6/pk | $ |
| 79. | Happy Mother's Day Card (English/Spanish) 6/pk | $ |
| 80. | Father's Day Card (English/Spanish) 6/pk | $ |
| 81. | Happy Birthday Card (English/Spanish) 6/pk | $ |
| 82. | Thanksgiving Day Card (English/Spanish) 6/pk | $ |
| 83. | Christmas Card (English/Spanish) 6/pk | $ |
| 84. | Oral Pain Relief 0.33 oz. Tube | $ |
| 85. | Alcohol – Free Mouthwash 8 oz. Plastic Bottle | $ |
| 86. | Alcohol – Free Hair Gel 16 oz. Plastic Bottle | $ |
| 87. | Athletes Foot Cream 0.05 oz. Tube | $ |
| 88. | Hydrocortisone Cream 1 oz. Tube | $ |
| 89. | Chap Stick Lip Balm 15 oz. | $ |
| 90. | Hemorrhoid Ointment 2 oz. Tube | $ |
| 91. | Muscle Rub 3 oz. Tube | $ |
| 92. | Medicated Chest Rub 3.53 oz. | $ |
| 93. | Eye Drops 0.5 oz. | $ |
| 94. | Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box | $ |
| 95. | Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx | $ |
| 96. | Acne Gel Medication 1 oz. Tube | $ |
| 97. | Contact Lens Solution 4 oz. | $ |
| 98. | Legal Gummed Pads ( 8 ½ x 11") | $ |
| 99. | 3 ½" Flexible Pencil | $ |
| 100. | Bubble Cushioned Envelope (6" x 9") | $ |
| 101. | #10 White Security Envelopes | $ |
| 102. | No Clasp Envelope (9" x 12") | $ |
| 103. | Twin Pocket Folders | $ |
| 104. | Dictionary (English – Spanish & English) | $ |
| 105. | Word Seek Puzzles Books | $ |
| 106. | Sketch Pads (50 Sheets) | $ |
| 107. | Playing Cards Deck | $ |
| 108. | 4 ½" Flexible Black Ink Pen | $ |
| 109. | Tracing Paper Pad (40 Sheets) | $ |
| 110. | Tan PVC Shower Sandals (Size 8 thru 13) | $ |
| 111. | Colgate "Red Gel" Toothpaste 4.2 oz. | $ |
| 112. | Close Up "Red Gel" Toothpaste- 4.0 oz. | $ |
| 113. | Three Flowers Brilliantine- 4 oz. | $ |
| 114. | Dandruff Shampoo & Conditioner 14.2 oz. | $ |
| 115. | Nair Hair Removal- 9 oz. | $ |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 116. | Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. | $ |
| 117. | Razorless Hair Removing Cream 6 oz. | $ |
| 118. | After Shave Lotion- 4 oz. | $ |
| 119. | Baby Lotion- 4 oz. | $ |
| 120. | Shaving Gel 3 oz. Clear Tube | $ |
| 121. | White Handkerchief (15" x 15") | $ |
| 122. | VO5 Extra Body Shampoo- 12.5 oz. | $ |
| 123. | VO5 Extra Body Conditioner- 12.5 oz. | $ |
| 124. | Suave Powder Fresh Deodorant 1.7 oz. Clear | $ |
| 125. | Hinged Soap Dish Box- Regular Size | $ |
| 126. | Dial -Hypo Allergenic Soap- 3-3.2 oz. bar | $ |
| 127. | Dial Soap- 4 oz. bar | $ |
| 128. | Greaseless Skin Cream 4.5 oz. | $ |
| 129. | Cocoa Butter Moisturizing Soap 3.6 oz. | $ |
| 130. | Hair Moisturizer 4 oz. Tube | $ |
| 131. | Palm Hair Brush Flexible – Black | $ |
| 132. | Tampons – Singles (Regular/Super/Junior) 40 ct. Box | $ |
| 133. | Disposable Douche- 4.5 oz. | $ |
| 134. | White Washcloth -(12"x12") | $ |
| 135. | Topitos Salsa Verde Chips- 3.7 oz. | $ |
| 136. | Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz. | $ |
| 137. | Gummy Bears- 4 oz. | $ |
| 138. | Mild Dill Pickle- 5 oz. | $ |
| 139. | Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz. | $ |
| 140. | Caramel Popcorn-3.53 oz. Bag | $ |
| 141. | Vanilla Caramels- 3 oz. Bag | $ |
| 142. | Hormel Spam Single Classic Pouch- 3 oz. | $ |
| 143. | Chicken Vienna Sausages Pouch- 3 oz. | $ |
| 144. | Hershey's Chocolate Almond- 1.45 oz. | $ |
| 145. | Plastic Reading Glasses | $ |
| 146. | Postcards | $ |
| 147. | Topochico Beverage Mineral Water- 20 oz. | $ |
| 148. | Topochico Beverage Apple- 20 oz. | $ |
| 149. | Topochico Beverage Peach- 20 oz. | $ |
| 150. | Topochico Beverage Strawberry- 20 oz. | $ |
| 151. | Topochico Beverage Pineapple- 20 oz. | $ |

## BIDDER'S INFORMATION:

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 NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (Other than Professional Services)

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

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 naming County as an **additional insured** shall 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 03/11/11**

# EXHIBIT "C"
## Insurance Requirements

| ACORD | CERTIFICATE OF INSURANCE | 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. | |
| | INSURERS AFFORDING COVERAGE | |
| INSURED | 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 THER 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) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU ☐ OTHER TORY LIMITS<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **OTHER** | | | | | |

**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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# EXHIBIT "C"
## Insurance Requirements
## 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 FORM MUST ACCOMPANY BID PACKET

# EXHIBIT "C"

## Insurance Requirements
## PROJECT REQUIREMENTS
## ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# 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

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address :** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

**State Identification No._____ (Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation: _____ Date:_____ Other:**

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:_____Disadvantaged Business (At Least 51% Ownership)**

| | | |
|---|---|---|
| Less than 125,000 annual gross receipt | Black American | Native American |
| Less than 250,000 annual gross receipt | Hispanic American | Women |
| Less than 499,000 annual gross receipt | Asian Pacific American | Other |
| More than 500,000 annual gross receipt | | |

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

**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** Yes No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** Yes No

**To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

## 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:_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# 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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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**
___ - ___ - ____

**Employer identification number**
__ - _____

## 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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## 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/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. 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/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. 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 |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**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.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**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 indicted 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 certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"
BID PAGE

# Awarded items (ONLY) to:

## KEEFE SUPPLY

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 16. | Chili Corn Nuts-1.4 oz | $0.47 |
| 17. | Ranch Corn Nuts -1.4 oz | $0.47 |
| 18. | Salted Peanuts 1.75 oz. bag | $0.30 |
| 19. | Chunk Light Tuna 4.23 oz. Pouch | $1.12 |
| 20. | Refried Beans Resealable Pouch 6 oz. | $0.87 |
| 21. | Jalapeno Cheese Spread 8 oz. Plastic Tub | $1.03 |
| 22. | Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle | $1.90 |
| 23. | Peanut Butter Squeezers 1.12 oz. | $0.20 |
| 24. | Chili No Beans 11.25oz. Pouch | $1.28 |
| 25. | Chili w/Beans 11.25oz. Pouch | $1.28 |
| 26. | Hot Chili w/Beans 11.25 oz. Pouch | $1.28 |
| 27. | Roast Beef & Gravy 10 oz. Pouch | $2.55 |
| 28. | Sardines in Hot Tomato Sauce 3.53oz. Pouch | $0.79 |
| 29. | Fish Fillets 3.53oz. Pouch | $0.79 |
| 30. | B.B.Q. Potato Chips 1.5 oz. bag | $0.25 |
| 31. | Flaming Hot Cheetos 1.5oz. bag | $0.34 |
| 32. | BBQ Corn Chips 1.5oz. bag | $0.25 |
| 33. | Doritos Nacho Cheese 1.5oz | $0.34 |
| 34. | Tortilla Chips 12 oz. bag | $1.08 |
| 35. | Tostadas 12oz. pack | $1.25 |
| 37. | Hot/Spicy Pork Cracklings 2 oz. | $0.60 |
| 38. | Snack Crackers 12 oz. box | $1.55 |
| 39. | Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray | $0.44 |
| 41. | Cinnamon Rolls 4 oz. pk | $0.50 |
| 43. | Chocolate Cupcakes (2-pk) – 4 oz. | $0.50 |
| 44. | Moon pies (banana/strawberry/chocolate) 2.75 oz. | $0.37 |
| 45. | Cherry/Strawberry Danish 4.25 oz. | $0.50 |
| 46. | Coca Cola Classic 20 oz. plastic bottle | $0.90 |
| 47. | Sprite 20 oz. plastic bottle | $0.90 |
| 48. | Fanta Orange 20 oz. plastic bottle | $0.90 |
| 49. | Dr. Pepper 20 oz. plastic bottle | $0.90 |
| 50. | Diet Coke 20 oz. plastic bottle | $0.90 |
| 51. | Diet Dr. Pepper 20 z. plastic bottle | $0.90 |
| 52. | Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch | $2.70 |
| 53. | Coffee Mug w/Lid 14 oz. | $1.13 |
| 54. | Hot Cocoa Mix 1oz. bag | $0.14 |
| 55. | Cereal Bowl w/Lid 24 oz. | $0.52 |
| 56. | Ozarka Spring Water 20 oz. plastic bottle | $0.39 |
| 57. | Sugar Cubes 1 1b. bx | $1.48 |
| 58. | Grey Sweatshirts (small thru 4XL) | $5.33 |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 59. | White Sport Bras (medium thru 3XL) | $2.25 |
| 70. | Tums 3-roll pack | $0.87 |
| 71. | 4" Anti Shank Security Toothbrush & Clear Cap | $0.05 |
| 73. | Jolly Ranchers 3.7 oz. Assorted Bag | $0.60 |
| 74. | Sunflower Kernels 4 oz. Bag | $0.50 |
| 75. | Starlite Mints 3.75 oz. Bag | $0.45 |
| 76. | Elastic Pony Tails 18 ct. pk-black | $0.04 |
| 77. | St. Valentines Cards (English/Spanish) 6/pk | $0.79 |
| 78. | Happy Easter Card (English/Spanish) 6/pk | $0.79 |
| 79. | Happy Mother's Day Card (English/Spanish) 6/pk | $0.79 |
| 80. | Father's Day Card (English/Spanish) 6/pk | $0.79 |
| 81. | Happy Birthday Card (English/Spanish) 6/pk | $0.79 |
| 82. | Thanksgiving Day Card (English/Spanish) 6/pk | $0.79 |
| 83. | Christmas Card (English/Spanish) 6/pk | $0.50 |
| 84. | Oral Pain Relief 0.33 oz. Tube | $1.14 |
| 85. | Alcohol – Free Mouthwash 8 oz. Plastic Bottle | $0.63 |
| 86. | Alcohol – Free Hair Gel 16 oz. Plastic Bottle | $1.58 |
| 90. | Hemorrhoid Ointment 2 oz. Tube | $2.84 |
| 91. | Muscle Rub 3 oz. Tube | $1.75 |
| 92. | Medicated Chest Rub 3.53 oz. | $1.23 |
| 93. | Eye Drops 0.5 oz. | $1.20 |
| 96. | Acne Gel Medication 1 oz. Tube | $1.25 |
| 97. | Contact Lens Solution 4 oz. | $4.18 |
| 98. | Legal Gummed Pads ( 8 ½ x 11") | $0.55 |
| 99. | 3 ½" Flexible Pencil | $0.24 |
| 100. | Bubble Cushioned Envelope (6" x 9") | $0.31 |
| 101. | #10 White Security Envelopes | $0.02 |
| 102. | No Clasp Envelope (9" x 12") | $.09 |
| 103. | Twin Pocket Folders | $.32 |
| 104. | Dictionary (English – Spanish & English) | $1.20 |
| 105. | Word Seek Puzzles Books | $0.67 |
| 106. | Sketch Pads (50 Sheets) | $0.91 |
| 109. | Tracing Paper Pad (40 Sheets) | $1.12 |
| 110. | Tan PVC Shower Sandals (Size 8 thru 13) | $1.42 |
| 111. | Colgate "Red Gel" Toothpaste 4.2 oz. | $1.89 |
| 112. | Close Up "Red Gel" Toothpaste 4.0 oz. | $1.20 |
| 113. | Three Flowers Brilliantine 4 oz. | $1.76 |
| 114. | Dandruff Shampoo & Conditioner 14.2 oz. | $3.72 |
| 115. | Nair Hair Removal 9 oz. | $5.72 |
| 116. | Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. | $2.18 |
| 117. | Razorless Hair Removing Cream 6 oz. | $3.24 |
| 120. | Shaving Gel 3 oz. Clear Tube | $0.74 |
| 124. | Suave Powder Fresh Deodorant 1.7 oz. Clear | $1.27 |
| 126. | Dial -Hypo Allergenic Soap 3-3.2 oz. bar | $0.46 |
| 128. | Greaseless Skin Cream 4.5 oz. | $1.15 |
| 129. | Cocoa Butter Moisturizing Soap 3.6 oz. | $0.42 |
| 130. | Hair Moisturizer 4 oz. Tube | $2.04 |

| LIST OF ITEMS | | UNIT PRICE |
|---|---|---|
| **135.** | Topitos Salsa Verde Chips 3.7 oz. | $0.93 |
| **137.** | Gummy Bears 4 oz. | $0.52 |
| **138.** | Mild Dill Pickle 5 oz. | $0.43 |
| **139.** | Beef & Cheese Snack Pack, Hot Flavor, 1.2 oz. | $0.89 |
| **140.** | Caramel Popcorn 3.53 oz. Bag | $0.44 |
| **141.** | Vanilla Caramels 3 oz. Bag | $0.42 |
| **142.** | Hormel Spam Single Classic Pouch 3 oz. | $1.15 |
| **145.** | Plastic Reading Glasses | $1.09 |
| **146.** | Postcards | $0.19 |

# OFFICIAL BID PRICING BY KEEFE

## EXHIBIT "B"

Bid Page

**Hidalgo County Sheriff's Office**

***"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"***

***BID No. 2014-107- 05-21-SMA***

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 1. | Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.) | $ No Bid |
| 2. | Almond Joy Bar 1.61.oz | $ .68 |
| 3. | Baby Ruth 2.1 oz. | $ .68 |
| 4. | Butter Finger Bar 2.1 oz. | $ .68 |
| 5. | Snickers Almond Bar 1.76 oz. | $ .68 |
| 6. | Milky Way Bar 2.05 oz. | $ .68 |
| 7. | Pay Day Bar 1.85 oz. | $ .68 |
| 8. | Snickers Bar 2.07 oz. | $ .68 |
| 9. | 3 Musketeers Bar 2.13 oz. | $ .68 |
| 10. | Skittles "Original Fruits" 2.17 oz. bag | $ .68 |
| 11. | M & M Peanuts 1.74 oz. bag | $ .68 |
| 12. | Twix Bar 2.0 oz. | $ .68 |
| 13. | Peanut Pattie 2.25 oz. | $ No Bid |
| 14. | Reese's Peanut Butter Cups 1.5 oz. | $ .68 |
| 15. | Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef) | $ .22 |
| 16. | Chili Corn Nuts-1.4 oz | $ .47 |
| 17. | Ranch Corn Nuts -1.4 oz | $ .47 |
| 18. | Salted Peanuts 1.75 oz. bag | $ .30 |
| 19. | Chunk Light Tuna 4.23 oz. Pouch | $ 1.62 |
| 20. | Refried Beans Resealable Pouch 6 oz. | $ 0.87 |
| 21. | Jalapeno Cheese Spread 8 oz. Plastic Tub | $ 1.03 |
| 22. | Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle | $ 1.90 |
| 23. | Peanut Butter Squeezers 1.12 oz. | $ .20 |
| 24. | Chili No Beans 11.25oz. Pouch | $ 1.28 |
| 25. | Chili w/Beans 11.25oz. Pouch | $ 1.28 |
| 26. | Hot Chili w/Beans 11.25 oz. Pouch | $ 1.28 |
| 27. | Roast Beef & Gravy 10 oz. Pouch | $ 2.55 |
| 28. | Sardines in Hot Tomato Sauce 3.53oz. Pouch | $ .79 |
| 29. | Fish Fillets 3.53oz. Pouch | $ .79 |
| 30. | B.B.Q. Potato Chips 1.5 oz. bag | $ .25 |
| 31. | Flaming Hot Cheetos 1.5oz. bag | $ .34 |
| 32. | BBQ Corn Chips 1.5oz. bag | $ .25 |
| 33. | Doritos Nacho Cheese 1.5oz | $ .34 |

OPENED
5/21/14
10:00 AM
Witnessed
Marco Hernandez

| | LIST OF ITEMS | | UNIT PRICE |
|---|---|---|---|
| 34. | Tortilla Chips 12 oz. bag | | $ 1.08 |
| 35. | Tostadas 12oz. pack | | $ 1.25 |
| 36. | Takis or Extremes 3.7 oz. bag | | $ 1.07 |
| 37. | Hot/Spicy Pork Cracklings 2 oz. | | $ .60 |
| 38. | Snack Crackers 12 oz. box | | $ 1.55 |
| 39. | Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray | | $ .44 |
| 40. | Zinger Cremes 4 oz. pack | | $ 1.24 |
| 41. | Cinnamon Rolls 4 oz. pk | | $ .50 |
| 42. | Honey Bun 6oz. pk | | $ .50 |
| 43. | Chocolate Cupcakes (2-pk) – 4 oz. | | $ .50 |
| 44. | Moon pies (banana/strawberry/chocolate) 2.75 oz. | | $ .37 |
| 45. | Cherry/Strawberry Danish 4.25 oz. | | $ .50 |
| 46. | Coca Cola Classic 20 oz. plastic bottle | | $ .90 |
| 47. | Sprite 20 oz. plastic bottle | | $ .90 |
| 48. | Fanta Orange 20 oz. plastic bottle | | $ .90 |
| 49. | Dr. Pepper 20 oz. plastic bottle | | $ .90 |
| 50. | Diet Coke 20 oz. plastic bottle | | $ .90 |
| 51. | Diet Dr. Pepper 20 z. plastic bottle | | $ .90 |
| 52. | Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch | | $ 2.70 |
| 53. | Coffee Mug w/Lid 14 oz. | | $ 1.13 |
| 54. | Hot Cocoa Mix 1oz. bag | | $ .14 |
| 55. | Cereal Bowl w/Lid 24 oz. | | $ .52 |
| 56. | Ozarka Spring Water 20 oz. plastic bottle | | $ .39 |
| 57. | Sugar Cubes 1 1b. bx | | $ 1.48 |
| 58. | Grey Sweatshirts (small thru 4XL) | | $ 5.33 |
| 59. | White Sport Bras (medium thru 3XL) | | $ 2.25 |
| 60. | White Boxer Shorts (small thru 6XL) | | $ 2.35 |
| 61. | White Thermal Underwear Set (small thru 6XL) | | $ 7.00 |
| 62. | Men White Crew Neck T-shirts (Small thru 6XL) | | $ 2.85 |
| 63. | White Men Briefs (small thru 5XL) | | $ 1.68 |
| 64. | Men's/Ladies Crew Socks (one size fits all) | | $ .79 |
| 65. | White Ladies Panties (Size 5 thru 18) | | $ 1.80 |
| 66. | White Men's/Ladies Velcro Tennis Shoes (Size 6-13) | | $ No Bid |
| 67. | Tylenol Extra Strength (2 gel pouch) 50 ct. bx | | $ .42 |
| 68. | Advil Coated (2 tablet pouch) 50 ct. box | | $ .42 |
| 69. | Motrin Ibuprofen (2 tablet pouch) 50 ct. bx | | $ 1.17 |
| 70. | Tums- 3-roll pack | | $ .87 |
| 71. | 4" Anti Shank Security Toothbrush & Clear Cap | | $ .05 |
| 72. | Anti-Shank Security Razor – Single Edge | | $ .17 |
| 73. | Jolly Ranchers 3.7 oz. Assorted Bag | | $ .60 |
| 74. | Sunflower Kernels 4 oz. Bag | | $ .50 |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 75. | Starlite Mints 3.75 oz. Bag | $ .45 |
| 76. | Elastic Pony Tails 18 ct. pk-black | $ .04 |
| 77. | St. Valentines Cards (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 78. | Happy Easter Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 79. | Happy Mother's Day Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 80. | Father's Day Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 81. | Happy Birthday Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 82. | Thanksgiving Day Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 83. | Christmas Card (English/Spanish) 6/pk | $ .50 |
| 84. | Oral Pain Relief 0.33 oz. Tube | $ 1.14 |
| 85. | Alcohol – Free Mouthwash 8 oz. Plastic Bottle | $ .63 |
| 86. | Alcohol – Free Hair Gel 16 oz. Plastic Bottle | $ 1.58 |
| 87. | Athletes Foot Cream 0.05 oz. Tube | $ 1.05 |
| 88. | Hydrocortisone Cream 1 oz. Tube | $ 1.37 |
| 89. | Chap Stick Lip Balm 15 oz. | $ 1.19 |
| 90. | Hemorrhoid Ointment 2 oz. Tube | $ 2.84 |
| 91. | Muscle Rub 3 oz. Tube | $ 1.75 |
| 92. | Medicated Chest Rub 3.53 oz. | $ 1.23 |
| 93. | Eye Drops 0.5 oz. | $ 1.20 |
| 94. | Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box | $ .48 |
| 95. | Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx | $ .57 |
| 96. | Acne Gel Medication 1 oz. Tube | $ 1.25 |
| 97. | Contact Lens Solution 4 oz. | $ 4.18 |
| 98. | Legal Gummed Pads ( 8 ½ x 11") | $ .55 |
| 99. | 3 ½" Flexible Pencil | $ .24 |
| 100. | Bubble Cushioned Envelope (6" x 9") | $ .31 |
| 101. | #10 White Security Envelopes | $ .02 |
| 102. | No Clasp Envelope (9" x 12") | $ .09 |
| 103. | Twin Pocket Folders | $ .32 |
| 104. | Dictionary (English – Spanish & English) | $ 1.20 |
| 105. | Word Seek Puzzles Books | $ .67 |
| 106. | Sketch Pads (50 Sheets) | $ .91 |
| 107. | Playing Cards Deck | $ .98 |
| 108. | 4 ½" Flexible Black Ink Pen | $ .35 |
| 109. | Tracing Paper Pad (40 Sheets) | $ 1.12 |
| 110. | Tan PVC Shower Sandals (Size 8 thru 13) | $ 1.42 |
| 111. | Colgate "Red Gel" Toothpaste 4.2 oz. | $ 1.89 |
| 112. | Close Up "Red Gel" Toothpaste- 4.0 oz. | $ 1.20 |
| 113. | Three Flowers Brilliantine- 4 oz. | $ 1.76 |
| 114. | Dandruff Shampoo & Conditioner 14.2 oz. | $ 3.72 |
| 115. | Nair Hair Removal- 9 oz. | $ 5.72 |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 116 | Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. | $ 2.18 |
| 117 | Razorless Hair Removing Cream 6 oz. | $ 3.24 |
| 118 | After Shave Lotion- 4 oz. | $ 1.93 |
| 119 | Baby Lotion- 4 oz. | $ .45 |
| 120 | Shaving Gel 3 oz. Clear Tube | $ .74 |
| 121 | White Handkerchief (15" x 15") | $ .60 |
| 122 | VO5 Extra Body Shampoo- 12.5 oz. | $ 1.20 |
| 123 | VO5 Extra Body Conditioner- 12.5 oz. | $ 1.20 |
| 124 | Suave Powder Fresh Deodorant 1.7 oz. Clear | $ 1.27 |
| 125 | Hinged Soap Dish Box- Regular Size | $ .35 |
| 126 | Dial -Hypo Allergenic Soap- 3-3.2 oz. bar | $ .46 |
| 127 | Dial Soap- 4 oz. bar | $ .82 |
| 128 | Greaseless Skin Cream 4.5 oz. | $ 1.15 |
| 129 | Cocoa Butter Moisturizing Soap 3.6 oz. | $ .42 |
| 130 | Hair Moisturizer 4 oz. Tube | $ 2.04 |
| 131 | Palm Hair Brush Flexible – Black | $ .38 |
| 132 | Tampons – Singles (Regular/Super/Junior) 40 ct. Box | $ 5.04 / 20ct |
| 133 | Disposable Douche- 4.5 oz. | $ 1.66 |
| 134 | White Washcloth -(12"x12") | $ .32 |
| 135 | Topitos Salsa Verde Chips- 3.7 oz. | $ .93 |
| 136 | Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz. | $ No Bid |
| 137 | Gummy Bears- 4 oz. | $ .52 |
| 138 | Mild Dill Pickle- 5 oz. | $ .43 |
| 139 | Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz. | $ .89 |
| 140 | Caramel Popcorn-3.53 oz. Bag | $ .44 |
| 141 | Vanilla Caramels- 3 oz. Bag | $ .42 |
| 142 | Hormel Spam Single Classic Pouch- 3 oz. | $ 1.15 |
| 143 | Chicken Vienna Sausages Pouch- 3 oz. / Item no longer available | $ Armour Discontinued |
| 144 | Hershey's Chocolate Almond- 1.45 oz. | $ .68 |
| 145 | Plastic Reading Glasses | $ 1.09 |
| 146 | Postcards | $ .19 |
| 147 | Topochico Beverage Mineral Water- 20 oz. | $ No Bid |
| 148 | Topochico Beverage Apple- 20 oz. | $ No Bid |
| 149 | Topochico Beverage Peach- 20 oz. | $ No Bid |
| 150 | Topochico Beverage Strawberry- 20 oz. | $ No Bid |
| 151 | Topochico Beverage Pineapple- 20 oz. | $ No Bid |

## BIDDER'S INFORMATION:

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 NAME: Keefe Supply

ADDRESS: 3101 Marquis Suite 200

CITY/STATE/ZIP CODE: Garland, Tx 75042

PHONE & FAX NO'S: 972-272-1564 / F-972-272-5387

CELLULAR NO: 214-392-7248

E-MAIL ADDRESS: btaylor@keefegroup.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Blake Taylor

TITLE Keefe Account Manager

# EXHIBIT "C"

CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY) 5/16/2014

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

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

| | |
|---|---|
| PRODUCER Lockton Companies<br>Three City Place Drive, Suite 900<br>St. Louis MO 63141-7081<br>(314) 432-0500 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : Great Northern Insurance Company | 20303 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED 1357689 Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis MO 63132

**COVERAGES** CENGR **CERTIFICATE NUMBER:** 12940993 **REVISION NUMBER:** XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | N | 7321-00-90 | 1/1/2014 | 1/1/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | N | N | 73210092 | 1/1/2014 | 1/1/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE<br>AGGREGATE | $ XXXXXXX<br>$ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N | 7165-55-50 | 1/1/2014 | 1/1/2015 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hidalgo is an additional insured under general liability as reqired by written contract.

**CERTIFICATE HOLDER**

**12940993**
Hidalgo County
Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

**AI-44967** **Purchasing Department** **21. C. 2.**

**CC - REGULAR**

**Meeting Date:** 06/30/2014

**Submitted For:** Hon. J. E. Guerra, HC-Sheriff

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation of bids received for the purpose of award and approval of contract documents to multiple responsible vendors submitting the lowest and best bids (meeting all specifications and/or requirements) for: **Hidalgo County Sheriff's Office-"Commissary Supplies for HC Adult Detention Facility (Jail)" -RFB:2014-107-05-21-SMA.**

**BACKGROUND**

Recommended multiple vendors:

1) C-14-107-07-01- (KEEFE GROUP .)
2) C-14-107a-07-01 (R & R DISTRIBUTING)
3) C-14-107b-07-01 (ICS JAIL SUPPLIES, INC.)

Contracts to commence on August 19, 2014.

Contracts reviewed and approved by legal counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

The vendor will supply inventory which will generate revenue to operate commissary

## Attachments

participation, tabulation-acceptance, depts recommendations
email frm legal-approved Keefe & R&R
legal
contract
contract
contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/20/2014 04:57 PM |
| Budget & Management | Obdett Calzada | 06/23/2014 03:26 PM |
| Auditor's Office | Monica Badillo | 06/26/2014 05:46 PM |

Form Started By: Sandra Montalvo Started On: 06/10/2014

Final Approval Date: 06/26/2014

# CERTIFICATE OF LIABILITY INSURANCE

12/1/2015

DATE (MM/DD/YYYY) 12/22/2014

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

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PRODUCER
Lockton Companies
Three City Place Drive, Suite 900
St. Louis MO 63141-7081
(314) 432-0500

RECEIVED
DEC 29 2014
By Ma 12 Opm

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : Great Northern Insurance Company | 20303 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
1357689
Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis MO 63132

COVERAGES CENGR CERTIFICATE NUMBER: 12940993 REVISION NUMBER: XXXXXXX

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER | Y | N | 7321-00-90 | 1/1/2015 | 12/1/2015 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | N | N | 73210092 | 1/1/2015 | 12/1/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | | | | | | | AGGREGATE | $ XXXXXXX |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 7165-55-50 | 1/1/2015 | 12/1/2015 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hidalgo is an additional insured under general liability as reqired by written contract.

CERTIFICATE HOLDER

12940993

Hidalgo County
Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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**REQUIREMENTS AGREEMENT**
**C-14-107-06-30**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **30th** day of **June, 2014** by and between **KEEFE COMMISSARY NETWORK, LLC** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements for the **"Commissary Supplies** for **Hidalgo County Adult Detention Facility (Jail)" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed 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, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of **one (1) year** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions. Buyer also 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. The initial term of this Contract shall commence on **August 19, 2014** and expire on **August 18, 2015,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be specified by buyer in its Purchase Order F.O.B. Seller's location in Hidalgo County, Texas.

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
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

Keefe Commissary Network, LLC
Attn: Kevin Myers, Regional VP (or)
Blake Taylor, Account Manager
3101 Marquis, Suite 200
Garland, Texas 75042

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.** Buyer 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.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, 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 Buyer.

(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 Buyer, 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 Commissioner's Court: JUNE 30, 2014.***

**APPROVED AS TO FORM:**
**Atlas, Hall & Rodriguez, LLP**

By: _____
Stephen L. Crain, Attorney

**BUYER:**
**COUNTY OF HIDALGO**

By: Ramon Garcia
Ramon Garcia, ~~Buyer~~ County Judge

**ATTEST:**

_____
Arturo Guajardo Jr., Buyer Clerk

Approved by Commissioners' Court
on 6/30/14 RD

**SELLER:**
**KEEFE COMMISSARY NETWORK, LLC**

By: _____
Printed Name: Kevin Myers, Regional VP
Printed Name: ~~Blake~~ Taylor, Account Manager

# EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

May 5, 2014

**Participant's name**

**Address**

**City**

**State, Zip Code**

Re: ***Hidalgo County Sheriff's Office***
**Request for Bids–*"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"***
**Bid No: 2014-107-05-21-SMA**

**Dear Prospective Bidders:**

**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

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# REQUEST FOR BIDS (RFB)

## Hidalgo County Sheriff's Office
## *"COMMISSARY SUPPLIES*
## *for Hidalgo County Adult Detention Center Facility (Jail)"*
**Bid No: 2014-107-05-21-SMA"**

## Table of Contents


| Item | Description | No. of Pages |
|---|---|---|
| 1. | **Request for Bid Letter** | 1 |
| 2. | **Request for Bid, Legal Notice** | 8 |
| 3. | **Exhibit "A" Specifications/Requirements/Qualifications** | 3 |
| 4. | **Exhibit "B" Bid Page** | 5 |
| 5. | **Exhibit "C" Insurance Requirements** | 4 |
| 6. | **Exhibit "D" CIQ Conflict of Interest Questionnaire** | 1 |
| 7. | **Vendor/Bidder Application and W-9 form** | 6 |
| 8. | **Certification Regarding Debarment** | 1 |
| 9. | **Draft Requirements Agreement Document** | 8 |


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 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 5, 2014
Date

| Bid No: 2014-107-05-21-SMA | Buyer: Sandra Montalvo | Tel. No.: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## *HIDALGO COUNTY SHERIFF'S OFFICE*
## *"COMMISSARY SUPPLIES*
## *for Hidalgo County Adult Detention Center Facility (Jail)"*

**Bid Opening Date: May 21, 2014 @ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539
956-318-2626

Form HCPD-05

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and Three (3) copies of all bids are required with 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-2014-107-05-21-SMA- HIDALGO COUNTY SHERIFF'S OFFICE–COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)"** and in County's Purchasing Department, Physical Address: 2802 S. Business Highway 281, Postal/Mailing Address: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., Wednesday, May 21, 2014.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.**

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment

on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure of the delivered item 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. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

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. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card 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. **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after -hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
    a) Invoices must include:
    b) Name and address of successful bidder
    c) Name and address of receiving department or official (signed delivery tickets)

d) Purchase Order Number (if any)
e) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE- COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)"**
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Vehicle title paperwork must be properly filled out and provided at time of delivery.
- The following documentation must be included:

a) Certificate of Origin (signed Title, if used vehicle purchase)
b) Application For Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

- Contact person for Billing and Payment questions:

**Attn: Budget Office**
**HIDALGO COUNTY SHERIFF'S OFFICE**
711 El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| Bid Opening, 9:30 A.M. | **May 21, 2014** |
| Projected Award of Contract or Issuance of Purchase Order | **_____, 2014** |
| Projected Commence Work or Deliver Products | **_____, 2014** |

18. **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.

19. **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.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER**.

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. Vendors must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

**Bid**
**for**
**HIDALGO COUNTY SHERIFF'S OFFICE**
**"COMMISSARY SUPPLIES for Hidalgo County Adult Detention Facility (Jail)"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
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: _____

# EXHIBIT "A"

**Specifications/Requirements**
**Hidalgo County Sheriff's Office**
***"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"***
**BID No. 2014-107 05-21-SMA**

## SCOPE

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

## REQUIREMENTS/SPECIFICATIONS, TERMS & CONDITIONS

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

1) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

2) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

3) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

4) Hidalgo County Sheriff's Office 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.

5) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

6) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

7) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

8) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

9) ***SUPPLIES REQUIRED:***

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

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items
- Dental care items
- Various over –the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

10) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2013 is as follows:

Total inventory purchases:

- **$_467,290.00** (Current average daily total detention center population is at 1384).

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

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

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

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

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

16) ***RECORD/INVENTORY:*** Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

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

18) ***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:

A) **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.

B) **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.

C) **Time frame 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.

D) **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 adjustment 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.

E) **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.

## 20) ADDITIONAL INFORMATION:

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.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED** via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, **May 14,** 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Friday, **May 16,** 2014 by 5:00 p.m.

# EXHIBIT "B"

Bid Page

**Hidalgo County Sheriff's Office**

***"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"***

***BID No. 2014-107- 05-21-SMA***

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 1. | Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.) | $ |
| 2. | Almond Joy Bar 1.61.oz | $ |
| 3. | Baby Ruth 2.1 oz. | $ |
| 4. | Butter Finger Bar 2.1 oz. | $ |
| 5. | Snickers Almond Bar 1.76 oz. | $ |
| 6. | Milky Way Bar 2.05 oz. | $ |
| 7. | Pay Day Bar 1.85 oz. | $ |
| 8. | Snickers Bar 2.07 oz. | $ |
| 9. | 3 Musketeers Bar 2.13 oz. | $ |
| 10. | Skittles "Original Fruits" 2.17 oz. bag | $ |
| 11. | M & M Peanuts 1.74 oz. bag | $ |
| 12. | Twix Bar 2.0 oz. | $ |
| 13. | Peanut Pattie 2.25 oz. | $ |
| 14. | Reese's Peanut Butter Cups 1.5 oz. | $ |
| 15. | Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef) | $ |
| 16. | Chili Corn Nuts-1.4 oz | $ |
| 17. | Ranch Corn Nuts -1.4 oz | $ |
| 18. | Salted Peanuts 1.75 oz. bag | $ |
| 19. | Chunk Light Tuna 4.23 oz. Pouch | $ |
| 20. | Refried Beans Resealable Pouch 6 oz. | $ |
| 21. | Jalapeno Cheese Spread 8 oz. Plastic Tub | $ |
| 22. | Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle | $ |
| 23. | Peanut Butter Squeezers 1.12 oz. | $ |
| 24. | Chili No Beans 11.25oz. Pouch | $ |
| 25. | Chili w/Beans 11.25oz. Pouch | $ |
| 26. | Hot Chili w/Beans 11.25 oz. Pouch | $ |
| 27. | Roast Beef & Gravy 10 oz. Pouch | $ |
| 28. | Sardines in Hot Tomato Sauce 3.53oz. Pouch | $ |
| 29. | Fish Fillets 3.53oz. Pouch | $ |
| 30. | B.B.Q. Potato Chips 1.5 oz. bag | $ |
| 31. | Flaming Hot Cheetos 1.5oz. bag | $ |
| 32. | BBQ Corn Chips 1.5oz. bag | $ |
| 33. | Doritos Nacho Cheese 1.5oz | $ |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 34. | Tortilla Chips 12 oz. bag | $ |
| 35. | Tostadas 12oz. pack | $ |
| 36. | Takis or Extremes 3.7 oz. bag | $ |
| 37. | Hot/Spicy Pork Cracklings 2 oz. | $ |
| 38. | Snack Crackers 12 oz. box | $ |
| 39. | Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray | $ |
| 40. | Zinger Cremes 4 oz. pack | $ |
| 41. | Cinnamon Rolls 4 oz. pk | $ |
| 42. | Honey Bun 6oz. pk | $ |
| 43. | Chocolate Cupcakes (2-pk) – 4 oz. | $ |
| 44. | Moon pies (banana/strawberry/chocolate) 2.75 oz. | $ |
| 45. | Cherry/Strawberry Danish 4.25 oz. | $ |
| 46. | Coca Cola Classic 20 oz. plastic bottle | $ |
| 47. | Sprite 20 oz. plastic bottle | $ |
| 48. | Fanta Orange 20 oz. plastic bottle | $ |
| 49. | Dr. Pepper 20 oz. plastic bottle | $ |
| 50. | Diet Coke 20 oz. plastic bottle | $ |
| 51. | Diet Dr. Pepper 20 z. plastic bottle | $ |
| 52. | Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch | $ |
| 53. | Coffee Mug w/Lid 14 oz. | $ |
| 54. | Hot Cocoa Mix 1oz. bag | $ |
| 55. | Cereal Bowl w/Lid 24 oz. | $ |
| 56. | Ozarka Spring Water 20 oz. plastic bottle | $ |
| 57. | Sugar Cubes 1 1b. bx | $ |
| 58. | Grey Sweatshirts (small thru 4XL) | $ |
| 59. | White Sport Bras (medium thru 3XL) | $ |
| 60. | White Boxer Shorts (small thru 6XL) | $ |
| 61. | White Thermal Underwear Set (small thru 6XL) | $ |
| 62. | Men White Crew Neck T-shirts (Small thru 6XL) | $ |
| 63. | White Men Briefs (small thru 5XL) | $ |
| 64. | Men's/Ladies Crew Socks (one size fits all) | $ |
| 65. | White Ladies Panties (Size 5 thru 18) | $ |
| 66. | White Men's/Ladies Velcro Tennis Shoes (Size 6-13) | $ |
| 67. | Tylenol Extra Strength (2 gel pouch) 50 ct. bx | $ |
| 68. | Advil Coated (2 tablet pouch) 50 ct. box | $ |
| 69. | Motrin Ibuprofen (2 tablet pouch) 50 ct. bx | $ |
| 70. | Tums- 3-roll pack | $ |
| 71. | 4" Anti Shank Security Toothbrush & Clear Cap | $ |
| 72. | Anti-Shank Security Razor – Single Edge | $ |
| 73. | Jolly Ranchers 3.7 oz. Assorted Bag | $ |
| 74. | Sunflower Kernels 4 oz. Bag | $ |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 75. | Starlite Mints 3.75 oz. Bag | $ |
| 76. | Elastic Pony Tails 18 ct. pk-black | $ |
| 77. | St. Valentines Cards (English/Spanish) 6/pk | $ |
| 78. | Happy Easter Card (English/Spanish) 6/pk | $ |
| 79. | Happy Mother's Day Card (English/Spanish) 6/pk | $ |
| 80. | Father's Day Card (English/Spanish) 6/pk | $ |
| 81. | Happy Birthday Card (English/Spanish) 6/pk | $ |
| 82. | Thanksgiving Day Card (English/Spanish) 6/pk | $ |
| 83. | Christmas Card (English/Spanish) 6/pk | $ |
| 84. | Oral Pain Relief 0.33 oz. Tube | $ |
| 85. | Alcohol – Free Mouthwash 8 oz. Plastic Bottle | $ |
| 86. | Alcohol – Free Hair Gel 16 oz. Plastic Bottle | $ |
| 87. | Athletes Foot Cream 0.05 oz. Tube | $ |
| 88. | Hydrocortisone Cream 1 oz. Tube | $ |
| 89. | Chap Stick Lip Balm 15 oz. | $ |
| 90. | Hemorrhoid Ointment 2 oz. Tube | $ |
| 91. | Muscle Rub 3 oz. Tube | $ |
| 92. | Medicated Chest Rub 3.53 oz. | $ |
| 93. | Eye Drops 0.5 oz. | $ |
| 94. | Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box | $ |
| 95. | Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx | $ |
| 96. | Acne Gel Medication 1 oz. Tube | $ |
| 97. | Contact Lens Solution 4 oz. | $ |
| 98. | Legal Gummed Pads ( 8 ½ x 11") | $ |
| 99. | 3 ½" Flexible Pencil | $ |
| 100. | Bubble Cushioned Envelope (6" x 9") | $ |
| 101. | #10 White Security Envelopes | $ |
| 102. | No Clasp Envelope (9" x 12") | $ |
| 103. | Twin Pocket Folders | $ |
| 104. | Dictionary (English – Spanish & English) | $ |
| 105. | Word Seek Puzzles Books | $ |
| 106. | Sketch Pads (50 Sheets) | $ |
| 107. | Playing Cards Deck | $ |
| 108. | 4 ½" Flexible Black Ink Pen | $ |
| 109. | Tracing Paper Pad (40 Sheets) | $ |
| 110. | Tan PVC Shower Sandals (Size 8 thru 13) | $ |
| 111. | Colgate "Red Gel" Toothpaste 4.2 oz. | $ |
| 112. | Close Up "Red Gel" Toothpaste- 4.0 oz. | $ |
| 113. | Three Flowers Brilliantine- 4 oz. | $ |
| 114. | Dandruff Shampoo & Conditioner 14.2 oz. | $ |
| 115. | Nair Hair Removal- 9 oz. | $ |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 116. | Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. | $ |
| 117. | Razorless Hair Removing Cream 6 oz. | $ |
| 118. | After Shave Lotion- 4 oz. | $ |
| 119. | Baby Lotion- 4 oz. | $ |
| 120. | Shaving Gel 3 oz. Clear Tube | $ |
| 121. | White Handkerchief (15" x 15") | $ |
| 122. | VO5 Extra Body Shampoo- 12.5 oz. | $ |
| 123. | VO5 Extra Body Conditioner- 12.5 oz. | $ |
| 124. | Suave Powder Fresh Deodorant 1.7 oz. Clear | $ |
| 125. | Hinged Soap Dish Box- Regular Size | $ |
| 126. | Dial -Hypo Allergenic Soap- 3-3.2 oz. bar | $ |
| 127. | Dial Soap- 4 oz. bar | $ |
| 128. | Greaseless Skin Cream 4.5 oz. | $ |
| 129. | Cocoa Butter Moisturizing Soap 3.6 oz. | $ |
| 130. | Hair Moisturizer 4 oz. Tube | $ |
| 131. | Palm Hair Brush Flexible – Black | $ |
| 132. | Tampons – Singles (Regular/Super/Junior) 40 ct. Box | $ |
| 133. | Disposable Douche- 4.5 oz. | $ |
| 134. | White Washcloth -(12"x12") | $ |
| 135. | Topitos Salsa Verde Chips- 3.7 oz. | $ |
| 136. | Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz. | $ |
| 137. | Gummy Bears- 4 oz. | $ |
| 138. | Mild Dill Pickle- 5 oz. | $ |
| 139. | Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz. | $ |
| 140. | Caramel Popcorn-3.53 oz. Bag | $ |
| 141. | Vanilla Caramels- 3 oz. Bag | $ |
| 142. | Hormel Spam Single Classic Pouch- 3 oz. | $ |
| 143. | Chicken Vienna Sausages Pouch- 3 oz. | $ |
| 144. | Hershey's Chocolate Almond- 1.45 oz. | $ |
| 145. | Plastic Reading Glasses | $ |
| 146. | Postcards | $ |
| 147. | Topochico Beverage Mineral Water- 20 oz. | $ |
| 148. | Topochico Beverage Apple- 20 oz. | $ |
| 149. | Topochico Beverage Peach- 20 oz. | $ |
| 150. | Topochico Beverage Strawberry- 20 oz. | $ |
| 151. | Topochico Beverage Pineapple- 20 oz. | $ |

## BIDDER'S INFORMATION:

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 NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (Other than Professional Services)

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

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 naming County as an **additional insured** shall 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 03/11/11**

# EXHIBIT "C"
## Insurance Requirements

| ACORD | CERTIFICATE OF INSURANCE | 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. | |
| | INSURERS AFFORDING COVERAGE | |
| INSURED | 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 THER 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) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU ☐ OTHER TORY LIMITS<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **OTHER** | | | | | |

**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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**Edinburg, Texas 78539** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# EXHIBIT "C"
## Insurance Requirements
## 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 FORM MUST ACCOMPANY BID PACKET

# EXHIBIT "C"

## Insurance Requirements
## PROJECT REQUIREMENTS
## ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bond (if applicable)_____
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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

# 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

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address :** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

**State Identification No._____ (Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation: _____ Date:_____ Other:**

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:_____Disadvantaged Business (At Least 51% Ownership)**

| | | |
|---|---|---|
| Less than 125,000 annual gross receipt | Black American | Native American |
| Less than 250,000 annual gross receipt | Hispanic American | Women |
| Less than 499,000 annual gross receipt | Asian Pacific American | Other |
| More than 500,000 annual gross receipt | | |

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

**Indicate Certification No.(s):_____ or are Certificate(s) attached?:** Yes No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** Yes No

**To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

## 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:_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# 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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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**
___ - ___ - ____

**Employer identification number**
__ - _____

## 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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 3 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## 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/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. 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/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and 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.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. 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 |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**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.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**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 indicted 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 certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"
BID PAGE

# Awarded items (ONLY) to:

## KEEFE SUPPLY

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 16. | Chili Corn Nuts-1.4 oz | $0.47 |
| 17. | Ranch Corn Nuts -1.4 oz | $0.47 |
| 18. | Salted Peanuts 1.75 oz. bag | $0.30 |
| 19. | Chunk Light Tuna 4.23 oz. Pouch | $1.12 |
| 20. | Refried Beans Resealable Pouch 6 oz. | $0.87 |
| 21. | Jalapeno Cheese Spread 8 oz. Plastic Tub | $1.03 |
| 22. | Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle | $1.90 |
| 23. | Peanut Butter Squeezers 1.12 oz. | $0.20 |
| 24. | Chili No Beans 11.25oz. Pouch | $1.28 |
| 25. | Chili w/Beans 11.25oz. Pouch | $1.28 |
| 26. | Hot Chili w/Beans 11.25 oz. Pouch | $1.28 |
| 27. | Roast Beef & Gravy 10 oz. Pouch | $2.55 |
| 28. | Sardines in Hot Tomato Sauce 3.53oz. Pouch | $0.79 |
| 29. | Fish Fillets 3.53oz. Pouch | $0.79 |
| 30. | B.B.Q. Potato Chips 1.5 oz. bag | $0.25 |
| 31. | Flaming Hot Cheetos 1.5oz. bag | $0.34 |
| 32. | BBQ Corn Chips 1.5oz. bag | $0.25 |
| 33. | Doritos Nacho Cheese 1.5oz | $0.34 |
| 34. | Tortilla Chips 12 oz. bag | $1.08 |
| 35. | Tostadas 12oz. pack | $1.25 |
| 37. | Hot/Spicy Pork Cracklings 2 oz. | $0.60 |
| 38. | Snack Crackers 12 oz. box | $1.55 |
| 39. | Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray | $0.44 |
| 41. | Cinnamon Rolls 4 oz. pk | $0.50 |
| 43. | Chocolate Cupcakes (2-pk) – 4 oz. | $0.50 |
| 44. | Moon pies (banana/strawberry/chocolate) 2.75 oz. | $0.37 |
| 45. | Cherry/Strawberry Danish 4.25 oz. | $0.50 |
| 46. | Coca Cola Classic 20 oz. plastic bottle | $0.90 |
| 47. | Sprite 20 oz. plastic bottle | $0.90 |
| 48. | Fanta Orange 20 oz. plastic bottle | $0.90 |
| 49. | Dr. Pepper 20 oz. plastic bottle | $0.90 |
| 50. | Diet Coke 20 oz. plastic bottle | $0.90 |
| 51. | Diet Dr. Pepper 20 z. plastic bottle | $0.90 |
| 52. | Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch | $2.70 |
| 53. | Coffee Mug w/Lid 14 oz. | $1.13 |
| 54. | Hot Cocoa Mix 1oz. bag | $0.14 |
| 55. | Cereal Bowl w/Lid 24 oz. | $0.52 |
| 56. | Ozarka Spring Water 20 oz. plastic bottle | $0.39 |
| 57. | Sugar Cubes 1 1b. bx | $1.48 |
| 58. | Grey Sweatshirts (small thru 4XL) | $5.33 |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 59. | White Sport Bras (medium thru 3XL) | $2.25 |
| 70. | Tums 3-roll pack | $0.87 |
| 71. | 4" Anti Shank Security Toothbrush & Clear Cap | $0.05 |
| 73. | Jolly Ranchers 3.7 oz. Assorted Bag | $0.60 |
| 74. | Sunflower Kernels 4 oz. Bag | $0.50 |
| 75. | Starlite Mints 3.75 oz. Bag | $0.45 |
| 76. | Elastic Pony Tails 18 ct. pk-black | $0.04 |
| 77. | St. Valentines Cards (English/Spanish) 6/pk | $0.79 |
| 78. | Happy Easter Card (English/Spanish) 6/pk | $0.79 |
| 79. | Happy Mother's Day Card (English/Spanish) 6/pk | $0.79 |
| 80. | Father's Day Card (English/Spanish) 6/pk | $0.79 |
| 81. | Happy Birthday Card (English/Spanish) 6/pk | $0.79 |
| 82. | Thanksgiving Day Card (English/Spanish) 6/pk | $0.79 |
| 83. | Christmas Card (English/Spanish) 6/pk | $0.50 |
| 84. | Oral Pain Relief 0.33 oz. Tube | $1.14 |
| 85. | Alcohol – Free Mouthwash 8 oz. Plastic Bottle | $0.63 |
| 86. | Alcohol – Free Hair Gel 16 oz. Plastic Bottle | $1.58 |
| 90. | Hemorrhoid Ointment 2 oz. Tube | $2.84 |
| 91. | Muscle Rub 3 oz. Tube | $1.75 |
| 92. | Medicated Chest Rub 3.53 oz. | $1.23 |
| 93. | Eye Drops 0.5 oz. | $1.20 |
| 96. | Acne Gel Medication 1 oz. Tube | $1.25 |
| 97. | Contact Lens Solution 4 oz. | $4.18 |
| 98. | Legal Gummed Pads ( 8 ½ x 11") | $0.55 |
| 99. | 3 ½" Flexible Pencil | $0.24 |
| 100. | Bubble Cushioned Envelope (6" x 9") | $0.31 |
| 101. | #10 White Security Envelopes | $0.02 |
| 102. | No Clasp Envelope (9" x 12") | $.09 |
| 103. | Twin Pocket Folders | $.32 |
| 104. | Dictionary (English – Spanish & English) | $1.20 |
| 105. | Word Seek Puzzles Books | $0.67 |
| 106. | Sketch Pads (50 Sheets) | $0.91 |
| 109. | Tracing Paper Pad (40 Sheets) | $1.12 |
| 110. | Tan PVC Shower Sandals (Size 8 thru 13) | $1.42 |
| 111. | Colgate "Red Gel" Toothpaste 4.2 oz. | $1.89 |
| 112. | Close Up "Red Gel" Toothpaste 4.0 oz. | $1.20 |
| 113. | Three Flowers Brilliantine 4 oz. | $1.76 |
| 114. | Dandruff Shampoo & Conditioner 14.2 oz. | $3.72 |
| 115. | Nair Hair Removal 9 oz. | $5.72 |
| 116. | Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. | $2.18 |
| 117. | Razorless Hair Removing Cream 6 oz. | $3.24 |
| 120. | Shaving Gel 3 oz. Clear Tube | $0.74 |
| 124. | Suave Powder Fresh Deodorant 1.7 oz. Clear | $1.27 |
| 126. | Dial -Hypo Allergenic Soap 3-3.2 oz. bar | $0.46 |
| 128. | Greaseless Skin Cream 4.5 oz. | $1.15 |
| 129. | Cocoa Butter Moisturizing Soap 3.6 oz. | $0.42 |
| 130. | Hair Moisturizer 4 oz. Tube | $2.04 |

| LIST OF ITEMS | | UNIT PRICE |
|---|---|---|
| **135.** | Topitos Salsa Verde Chips 3.7 oz. | $0.93 |
| **137.** | Gummy Bears 4 oz. | $0.52 |
| **138.** | Mild Dill Pickle 5 oz. | $0.43 |
| **139.** | Beef & Cheese Snack Pack, Hot Flavor, 1.2 oz. | $0.89 |
| **140.** | Caramel Popcorn 3.53 oz. Bag | $0.44 |
| **141.** | Vanilla Caramels 3 oz. Bag | $0.42 |
| **142.** | Hormel Spam Single Classic Pouch 3 oz. | $1.15 |
| **145.** | Plastic Reading Glasses | $1.09 |
| **146.** | Postcards | $0.19 |

# OFFICIAL BID PRICING BY KEEFE

## EXHIBIT "B"

Bid Page

**Hidalgo County Sheriff's Office**

***"Commissary Supplies for Hidalgo County Adult Detention Facility (Jail)"***

***BID No. 2014-107- 05-21-SMA***

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 1. | Hygiene Kit (4" T-Brush/T-Paste 1.05 oz. /Deodorant 0.05 oz. /Soap 1 oz.) | $ No Bid |
| 2. | Almond Joy Bar 1.61.oz | $ .68 |
| 3. | Baby Ruth 2.1 oz. | $ .68 |
| 4. | Butter Finger Bar 2.1 oz. | $ .68 |
| 5. | Snickers Almond Bar 1.76 oz. | $ .68 |
| 6. | Milky Way Bar 2.05 oz. | $ .68 |
| 7. | Pay Day Bar 1.85 oz. | $ .68 |
| 8. | Snickers Bar 2.07 oz. | $ .68 |
| 9. | 3 Musketeers Bar 2.13 oz. | $ .68 |
| 10. | Skittles "Original Fruits" 2.17 oz. bag | $ .68 |
| 11. | M & M Peanuts 1.74 oz. bag | $ .68 |
| 12. | Twix Bar 2.0 oz. | $ .68 |
| 13. | Peanut Pattie 2.25 oz. | $ No Bid |
| 14. | Reese's Peanut Butter Cups 1.5 oz. | $ .68 |
| 15. | Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef) | $ .22 |
| 16. | Chili Corn Nuts-1.4 oz | $ .47 |
| 17. | Ranch Corn Nuts -1.4 oz | $ .47 |
| 18. | Salted Peanuts 1.75 oz. bag | $ .30 |
| 19. | Chunk Light Tuna 4.23 oz. Pouch | $ 1.62 |
| 20. | Refried Beans Resealable Pouch 6 oz. | $ 0.87 |
| 21. | Jalapeno Cheese Spread 8 oz. Plastic Tub | $ 1.03 |
| 22. | Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle | $ 1.90 |
| 23. | Peanut Butter Squeezers 1.12 oz. | $ .20 |
| 24. | Chili No Beans 11.25oz. Pouch | $ 1.28 |
| 25. | Chili w/Beans 11.25oz. Pouch | $ 1.28 |
| 26. | Hot Chili w/Beans 11.25 oz. Pouch | $ 1.28 |
| 27. | Roast Beef & Gravy 10 oz. Pouch | $ 2.55 |
| 28. | Sardines in Hot Tomato Sauce 3.53oz. Pouch | $ .79 |
| 29. | Fish Fillets 3.53oz. Pouch | $ .79 |
| 30. | B.B.Q. Potato Chips 1.5 oz. bag | $ .25 |
| 31. | Flaming Hot Cheetos 1.5oz. bag | $ .34 |
| 32. | BBQ Corn Chips 1.5oz. bag | $ .25 |
| 33. | Doritos Nacho Cheese 1.5oz | $ .34 |

OPENED
5/21/14
10:00 AM
Witnessed
Marco Hernandez

| | LIST OF ITEMS | | UNIT PRICE |
|---|---|---|---|
| 34. | Tortilla Chips 12 oz. bag | | $ 1.08 |
| 35. | Tostadas 12oz. pack | | $ 1.25 |
| 36. | Takis or Extremes 3.7 oz. bag | | $ 1.07 |
| 37. | Hot/Spicy Pork Cracklings 2 oz. | | $ .60 |
| 38. | Snack Crackers 12 oz. box | | $ 1.55 |
| 39. | Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray | | $ .44 |
| 40. | Zinger Cremes 4 oz. pack | | $ 1.24 |
| 41. | Cinnamon Rolls 4 oz. pk | | $ .50 |
| 42. | Honey Bun 6oz. pk | | $ .50 |
| 43. | Chocolate Cupcakes (2-pk) – 4 oz. | | $ .50 |
| 44. | Moon pies (banana/strawberry/chocolate) 2.75 oz. | | $ .37 |
| 45. | Cherry/Strawberry Danish 4.25 oz. | | $ .50 |
| 46. | Coca Cola Classic 20 oz. plastic bottle | | $ .90 |
| 47. | Sprite 20 oz. plastic bottle | | $ .90 |
| 48. | Fanta Orange 20 oz. plastic bottle | | $ .90 |
| 49. | Dr. Pepper 20 oz. plastic bottle | | $ .90 |
| 50. | Diet Coke 20 oz. plastic bottle | | $ .90 |
| 51. | Diet Dr. Pepper 20 z. plastic bottle | | $ .90 |
| 52. | Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch | | $ 2.70 |
| 53. | Coffee Mug w/Lid 14 oz. | | $ 1.13 |
| 54. | Hot Cocoa Mix 1oz. bag | | $ .14 |
| 55. | Cereal Bowl w/Lid 24 oz. | | $ .52 |
| 56. | Ozarka Spring Water 20 oz. plastic bottle | | $ .39 |
| 57. | Sugar Cubes 1 1b. bx | | $ 1.48 |
| 58. | Grey Sweatshirts (small thru 4XL) | | $ 5.33 |
| 59. | White Sport Bras (medium thru 3XL) | | $ 2.25 |
| 60. | White Boxer Shorts (small thru 6XL) | | $ 2.35 |
| 61. | White Thermal Underwear Set (small thru 6XL) | | $ 7.00 |
| 62. | Men White Crew Neck T-shirts (Small thru 6XL) | | $ 2.85 |
| 63. | White Men Briefs (small thru 5XL) | | $ 1.68 |
| 64. | Men's/Ladies Crew Socks (one size fits all) | | $ .79 |
| 65. | White Ladies Panties (Size 5 thru 18) | | $ 1.80 |
| 66. | White Men's/Ladies Velcro Tennis Shoes (Size 6-13) | | $ No Bid |
| 67. | Tylenol Extra Strength (2 gel pouch) 50 ct. bx | | $ .42 |
| 68. | Advil Coated (2 tablet pouch) 50 ct. box | | $ .42 |
| 69. | Motrin Ibuprofen (2 tablet pouch) 50 ct. bx | | $ 1.17 |
| 70. | Tums- 3-roll pack | | $ .87 |
| 71. | 4" Anti Shank Security Toothbrush & Clear Cap | | $ .05 |
| 72. | Anti-Shank Security Razor – Single Edge | | $ .17 |
| 73. | Jolly Ranchers 3.7 oz. Assorted Bag | | $ .60 |
| 74. | Sunflower Kernels 4 oz. Bag | | $ .50 |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 75. | Starlite Mints 3.75 oz. Bag | $ .45 |
| 76. | Elastic Pony Tails 18 ct. pk-black | $ .04 |
| 77. | St. Valentines Cards (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 78. | Happy Easter Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 79. | Happy Mother's Day Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 80. | Father's Day Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 81. | Happy Birthday Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 82. | Thanksgiving Day Card (English/Spanish) 6/pk | $ ~~.50~~ .79 |
| 83. | Christmas Card (English/Spanish) 6/pk | $ .50 |
| 84. | Oral Pain Relief 0.33 oz. Tube | $ 1.14 |
| 85. | Alcohol – Free Mouthwash 8 oz. Plastic Bottle | $ .63 |
| 86. | Alcohol – Free Hair Gel 16 oz. Plastic Bottle | $ 1.58 |
| 87. | Athletes Foot Cream 0.05 oz. Tube | $ 1.05 |
| 88. | Hydrocortisone Cream 1 oz. Tube | $ 1.37 |
| 89. | Chap Stick Lip Balm 15 oz. | $ 1.19 |
| 90. | Hemorrhoid Ointment 2 oz. Tube | $ 2.84 |
| 91. | Muscle Rub 3 oz. Tube | $ 1.75 |
| 92. | Medicated Chest Rub 3.53 oz. | $ 1.23 |
| 93. | Eye Drops 0.5 oz. | $ 1.20 |
| 94. | Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box | $ .48 |
| 95. | Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx | $ .57 |
| 96. | Acne Gel Medication 1 oz. Tube | $ 1.25 |
| 97. | Contact Lens Solution 4 oz. | $ 4.18 |
| 98. | Legal Gummed Pads ( 8 ½ x 11") | $ .55 |
| 99. | 3 ½" Flexible Pencil | $ .24 |
| 100. | Bubble Cushioned Envelope (6" x 9") | $ .31 |
| 101. | #10 White Security Envelopes | $ .02 |
| 102. | No Clasp Envelope (9" x 12") | $ .09 |
| 103. | Twin Pocket Folders | $ .32 |
| 104. | Dictionary (English – Spanish & English) | $ 1.20 |
| 105. | Word Seek Puzzles Books | $ .67 |
| 106. | Sketch Pads (50 Sheets) | $ .91 |
| 107. | Playing Cards Deck | $ .98 |
| 108. | 4 ½" Flexible Black Ink Pen | $ .35 |
| 109. | Tracing Paper Pad (40 Sheets) | $ 1.12 |
| 110. | Tan PVC Shower Sandals (Size 8 thru 13) | $ 1.42 |
| 111. | Colgate "Red Gel" Toothpaste 4.2 oz. | $ 1.89 |
| 112. | Close Up "Red Gel" Toothpaste- 4.0 oz. | $ 1.20 |
| 113. | Three Flowers Brilliantine- 4 oz. | $ 1.76 |
| 114. | Dandruff Shampoo & Conditioner 14.2 oz. | $ 3.72 |
| 115. | Nair Hair Removal- 9 oz. | $ 5.72 |

| | LIST OF ITEMS | UNIT PRICE |
|---|---|---|
| 116 | Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. | $ 2.18 |
| 117 | Razorless Hair Removing Cream 6 oz. | $ 3.24 |
| 118 | After Shave Lotion- 4 oz. | $ 1.93 |
| 119 | Baby Lotion- 4 oz. | $ .45 |
| 120 | Shaving Gel 3 oz. Clear Tube | $ .74 |
| 121 | White Handkerchief (15" x 15") | $ .60 |
| 122 | VO5 Extra Body Shampoo- 12.5 oz. | $ 1.20 |
| 123 | VO5 Extra Body Conditioner- 12.5 oz. | $ 1.20 |
| 124 | Suave Powder Fresh Deodorant 1.7 oz. Clear | $ 1.27 |
| 125 | Hinged Soap Dish Box- Regular Size | $ .35 |
| 126 | Dial -Hypo Allergenic Soap- 3-3.2 oz. bar | $ .46 |
| 127 | Dial Soap- 4 oz. bar | $ .82 |
| 128 | Greaseless Skin Cream 4.5 oz. | $ 1.15 |
| 129 | Cocoa Butter Moisturizing Soap 3.6 oz. | $ .42 |
| 130 | Hair Moisturizer 4 oz. Tube | $ 2.04 |
| 131 | Palm Hair Brush Flexible – Black | $ .38 |
| 132 | Tampons – Singles (Regular/Super/Junior) 40 ct. Box | $ 5.04 / 20ct |
| 133 | Disposable Douche- 4.5 oz. | $ 1.66 |
| 134 | White Washcloth -(12"x12") | $ .32 |
| 135 | Topitos Salsa Verde Chips- 3.7 oz. | $ .93 |
| 136 | Super Cantinero Peanuts & Tortilla Chips-5 ¼ oz. | $ No Bid |
| 137 | Gummy Bears- 4 oz. | $ .52 |
| 138 | Mild Dill Pickle- 5 oz. | $ .43 |
| 139 | Beef & Cheese Snack Pack, Hot Flavor- 1.2 oz. | $ .89 |
| 140 | Caramel Popcorn-3.53 oz. Bag | $ .44 |
| 141 | Vanilla Caramels- 3 oz. Bag | $ .42 |
| 142 | Hormel Spam Single Classic Pouch- 3 oz. | $ 1.15 |
| 143 | Chicken Vienna Sausages Pouch- 3 oz. / Item no longer available | $ Armour Discontinued |
| 144 | Hershey's Chocolate Almond- 1.45 oz. | $ .68 |
| 145 | Plastic Reading Glasses | $ 1.09 |
| 146 | Postcards | $ .19 |
| 147 | Topochico Beverage Mineral Water- 20 oz. | $ No Bid |
| 148 | Topochico Beverage Apple- 20 oz. | $ No Bid |
| 149 | Topochico Beverage Peach- 20 oz. | $ No Bid |
| 150 | Topochico Beverage Strawberry- 20 oz. | $ No Bid |
| 151 | Topochico Beverage Pineapple- 20 oz. | $ No Bid |

## BIDDER'S INFORMATION:

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 NAME: Keefe Supply

ADDRESS: 3101 Marquis Suite 200

CITY/STATE/ZIP CODE: Garland, Tx 75042

PHONE & FAX NO'S: 972-272-1564 / F-972-272-5387

CELLULAR NO: 214-392-7248

E-MAIL ADDRESS: btaylor@keefegroup.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Blake Taylor

TITLE Keefe Account Manager

# EXHIBIT "C"

CERTIFICATE OF INSURANCE

# CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY) 5/16/2014

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

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

| | |
|---|---|
| PRODUCER Lockton Companies<br>Three City Place Drive, Suite 900<br>St. Louis MO 63141-7081<br>(314) 432-0500 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : Great Northern Insurance Company | 20303 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED 1357689 Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis MO 63132

**COVERAGES** CENGR **CERTIFICATE NUMBER:** 12940993 **REVISION NUMBER:** XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | N | 7321-00-90 | 1/1/2014 | 1/1/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | N | N | 73210092 | 1/1/2014 | 1/1/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE<br>AGGREGATE | $ XXXXXXX<br>$ XXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N | 7165-55-50 | 1/1/2014 | 1/1/2015 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hidalgo is an additional insured under general liability as reqired by written contract.

**CERTIFICATE HOLDER**

**12940993**
Hidalgo County
Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

**AI-44967** **Purchasing Department** **21. C. 2.**

**CC - REGULAR**

**Meeting Date:** 06/30/2014

**Submitted For:** Hon. J. E. Guerra, HC-Sheriff

**Submitted By:** Sandra Montalvo, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation of bids received for the purpose of award and approval of contract documents to multiple responsible vendors submitting the lowest and best bids (meeting all specifications and/or requirements) for: **Hidalgo County Sheriff's Office-"Commissary Supplies for HC Adult Detention Facility (Jail)" -RFB:2014-107-05-21-SMA.**

**BACKGROUND**

Recommended multiple vendors:

1) C-14-107-07-01- (KEEFE GROUP .)
2) C-14-107a-07-01 (R & R DISTRIBUTING)
3) C-14-107b-07-01 (ICS JAIL SUPPLIES, INC.)

Contracts to commence on August 19, 2014.

Contracts reviewed and approved by legal counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

The vendor will supply inventory which will generate revenue to operate commissary

## Attachments

participation, tabulation-acceptance, depts recommendations
email frm legal-approved Keefe & R&R
legal
contract
contract
contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 06/20/2014 04:57 PM |
| Budget & Management | Obdett Calzada | 06/23/2014 03:26 PM |
| Auditor's Office | Monica Badillo | 06/26/2014 05:46 PM |

Form Started By: Sandra Montalvo Started On: 06/10/2014

Final Approval Date: 06/26/2014