



**AGENDA**  
**CC REGULAR CONSENT**  
**COMMISSIONERS' COURT**  
**March 18, 2014**  
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC**  
**CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

**On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.**

**Vote: 4 - 0 - Unanimously**

- 1. AI-43638 Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
  
- 2. 2014 Intradepartmental transfers:**
  - A. AI-43434** 2014 - Constable Pct. #1 (1100)
  - B. AI-43442** 2014 - Tax Office (1100)
  - C. AI-43506** 2014 - Pct. #1 Admin (1200)
  - D. AI-43605** 2014 - Pct.#1 R&B (1200)
  - E. AI-43493** 2014 - Pct. #3 Sanitation (1100)
  - F. AI-43560** 2014 - Pct. #4 Parks (1100)
  - G. AI-43597** 2014 - Pct. 4 CO2010A&B- Restitution-1124 M Rd (1342)
  - H. AI-43558** 2014 - Pct. #4 Rd. Maint. (1200)

- A. **AI-43501** Right of Way:  
Raba-Kistner Consultants, Inc.  
Vertical borings along various county roads within Pct. 3 and Pct. 4 (Sprague Sewer Economically Distressed Areas Program (EDAP) Project.)

**6. Tax Refunds:**

A. **AI-43429**

Account Number	Payer	Amount
E2300.00.001.0002.02	Jaime A. Gonzalez Jr.	\$2,558.43
F4200.00.000.0015.00	Buentello Properties Llc	\$3,148.99
F6030.03.000.0003.00	Inter National Bank	\$11,421.00
H3400.00.004.0010.00	Sierra Title of Hidalgo County Inc.	\$4,584.61
H3500.00.004.0010.00	Sierra Title of Hidalgo County Inc.	\$4,304.82
L3100.02.000.0018.00	Wells Fargo	\$3,254.30
P8340.00.000.0030.00	Ochoa Vicente & Delia V	\$2,648.69
T2500.00.002.0000.00	Wayne W. & Nancy K. Gapsiewicz	\$12,229.21
T2500.00.003.0000.00	Wayne W. & Nancy k. Gapsiewicz	\$5,778.66
T5443.00.000.0090.00	Corelogic	\$3,209.52
T7365.1A.000.165A.00	Wells Fargo	\$2,669.81
T7365.1A.000.165A.00	Wells Fargo	\$2,673.73

B. **AI-43441**


Account Number	Payer	Amount
D2060.00.000.0024.00	Quantum Servicing Corporation	\$4,032.77
M2350.01.000.0012.00	Dur Properties Llc	\$2,897.13

**7. Membership Dues:**

- A. **AI-43448** Sheriff's Department (1100):  
Requesting approval of 2014 membership dues payment to the Texas Criminal Justice Information User's Group for Communications Supervisors Leticia Garcia and Corina Villanueva in the amount of \$35.00 each. (req. # 252978)

**8. Urban County:**

- A. **AI-43466** Request for approval of two (2) applicants in the Countywide Area and one (1) applicant in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

- 9.  **Purchasing Dept:**  
**Notes:**  
**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**  
**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES**

**INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

- A. AI-43624** Approval of Request for Payment-Application No. 4 in the amount of \$232,191.40 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations-1st and 2nd Floors to the Former Administration Building", and as certified for payment by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23.
- B. AI-43592** Requesting approval to pay the Pharr Police Department for the following burglary/robbery permit fees for Hidalgo County Precinct 2, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

Invoice No.	Invoice Amount
221659	\$30.00
220709	\$150.00
223700	\$30.00
<b>Total Amount: \$210.00</b>	

- C. AI-43614** Acceptance and approval of **Work Authorization No. 4** in the amount of (\$ **23,853.69**) submitted by **L&G ENGINEERING LABORATORY** contracted engineering firm for "professional laboratory services" or (On Call) "Geo Technical & Construction Materials Testing Services" for projects located within Hidalgo County Precinct #4, under Contract# C-13-220-08-13 - **PROJECT: (CONSTRUCTION MATERIAL TESTING SERVICES) FOR THE SUNFLOWER PARK (ONSITE) PROJECT AT PRECINCT 4.**
- D. AI-43370** Requesting approval to exercise the sixty (60) day extension option as provided under the current contract between Hidalgo County and Agustin Gomez for "Waste Water Management System", under the same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.

- E. AI-43395** Requesting approval on the following additions and/or deletion for awarded item(s) on project 2013-147- Janitorial Supplies and Industrial Chemicals & Supplies - presented for award on AI #41543 on November 10, 2013.

**APPROVED**

1. Deletion of Item # 190 and 193 Gloves Latex Large and Medium Disposable from awarded vendor Sysco Central Texas on C-13-147B-11-19 due to wrong item quoted therefore not meeting specifications.

2. Addition of Items #190 and 193 Gloves Latex Large and Medium Disposable to PFS - Victoria c/o Performance Food Group, Inc. on C-13-147D-11-19 the next lowest vendor meeting all specifications.

**AI-43395**

**Purchasing Department**

**9. E.**

**CC CONSENT**

**Meeting Date: 03/18/2014**

Submitted For: MARTHA L. SALAZAR

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

Requesting approval on the following additions and/or deletion for awarded item(s) on project 2013-147-Janitorial Supplies and Industrial Chemicals & Supplies - presented for award on AI #41543 on November 10, 2013.

- 1. Deletion of Item # 190 and 193 Gloves Latex Large and Medium Disposable from awarded vendor Sysco Central Texas on C-13-147B-11-19 due to wrong item quoted therefore not meeting specifications.
- 2. Addition of Items #190 and 193 Gloves Latex Large and Medium Disposable to PFS - Victoria c/o Performance Food Group, Inc. on C-13-147D-11-19 the next lowest vendor meeting all specifications.

**BACKGROUND**

This agenda item has no fiscal impact.

**Attachments**

Minutes-11-19-2013

AGENDA

Sysco-w/Deleted Items

PFG List w/items added

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	03/12/2014 03:43 PM
Budget & Management	Debbie Tamez	03/13/2014 09:25 AM
Auditor's Office	Monica Badillo	03/14/2014 05:00 PM
Form Started By: Yolanda Velasquez		Started On: 02/28/2014 11:49 AM
	Final Approval Date: 03/14/2014	



**REQUIREMENTS AGREEMENT**  
**C-13-147D-11-19**

THIS AGREEMENT (the "Agreement") is entered into effective as of the 19<sup>th</sup> day of November, 2013 by and between PFS-Victoria c/o Performance Food Group, Inc("Seller") and Hidalgo County, Texas ("Buyer").

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

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on January 01, 2014 and expire on December 31, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
302 West University Drive  
Edinburg, Texas 78539

If to Seller: PFS-Victoria c/o Performance Food Group, Inc.  
Attn. Gloria Medina  
204 N Bronson  
Victoria, Texas 77901

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

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a

contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

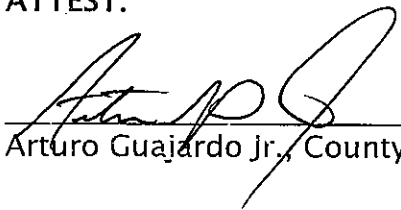
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court: \_\_\_\_\_

COUNTY OF HIDALGO

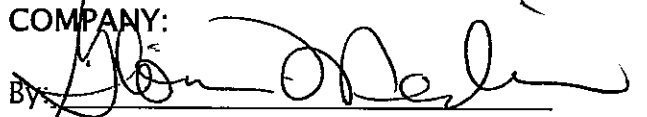
ATTEST:

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

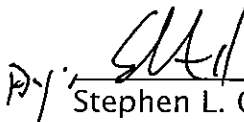
By: Ramon Garcia  
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 11-19-13 RO

COMPANY:

By:   
\_\_\_\_\_  
Printed Name: GLORIA MEDINA  
Title: AREA Manager  
(PFG-Group)

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

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



PURCHASING DEPARTMENT  
County Of Hidalgo

September 23, 2013

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Re: **HIDALGO COUNTY**  
Request for Bids -“**JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES**”  
**RFB-2013-147-10-09-YZV**

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures



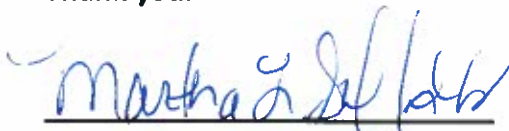
PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)  
CHECKLIST  
HIDALGO COUNTY  
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"  
ALL FUNDING SOURCES, PROGRAMS & ENTITIES)  
Bid No: 2013-147-10-09-YZV**

1. Request for Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications, consisting of 12 pages.
4. Exhibit "B" Bid Page, consisting of 8 pages.
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of 1 page.
7. Vendor/Bidder Application and W-9 form, consisting of 6 pages.
8. Certification Regarding Debarment consists of 1 page.
9. Draft Requirements Agreement, consisting of 8 pages.

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

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB  
Purchasing Agent

September 23, 2013

Date

<b>Bid No: 2013-147-10-09</b>	<b>Buyer: YolandaVelasquez</b>	<b>Tel. No: (956) 318-2626-ext 4881</b>
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# REQUEST FOR BIDS

## HIDALGO COUNTY

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

(All Funding Sources, Programs & Entities)

**BID OPENING DATE: October 09, 2013**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

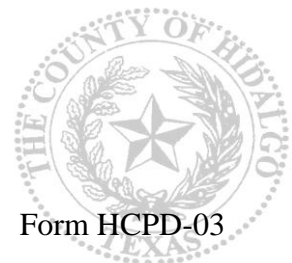
Hidalgo County Purchasing Department

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

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”** (All Funding Sources, Programs and Entities) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID—2013-10-09-YZV- HIDALGO COUNTY - JANITORIAL SUPPLIES, INDUSTRIAL - CHEMICALS & SUPPLIES"** (All Funding Sources, Programs & Entities) and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 09, 2013.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-147-10-09-YZV - "HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES", (All Funding Sources, Programs & Entities)**

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

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

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

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

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

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<u>October 09, 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.
- *All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.*
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

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

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. 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.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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

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

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

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

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

Respectfully submitted,

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

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

HIDALGO COUNTY  
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"  
(All Funding Sources, Programs and Entities)  
**Bid No. 2013-147-10-09-YZV**

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The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participants. The Hidalgo County Purchasing Department will receive sealed bids for the provision of "*Janitorial Supply & Industrial Chemicals & Supplies*" as specified herein. **BIDS WILL BE ACCEPTED UNTIL 9:30 A.M., WEDNESDAY, October 09, 2013. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

**SCOPE OF WORK:**

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

**GENERAL:**

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

**SPECIFICATIONS/REQUIREMENTS:**

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

9) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

10) All Items requiring dispensers must be either compatible to dispensers in place or if not compatible, dispensers must be sold to the County and the total cost of dispensers must be included in the items cost. This also includes all hand soap dispensers.

11) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

- a) Seller's name and address
- b) Container number and total number of containers, e.g. box 1 of 3 boxes
- c) The number of the container bearing the packing slip.
- d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.

12) Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

13) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

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

**COMPETENCE OF VENDOR:**

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

**ITEMS PURCHASED BY HIDALGO COUNTY**

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

## Janitorial & Industrial Supplies

<b>CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE</b>		<b>COMMODITY CODE (Internal Use Only)</b>
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	48588
2	3M Griddle Screens 10 per pack (200) or equal	48588
3	Air Freshener – Aerosol Asst Scents	48532
4	Air Freshener – Time Mist Asst Scents 6.6 oz	48532
5	Ant & Roach Spray odorless	48560
6	Ant & Roach Spray odorless to contain deltamethrin	48560
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered	48526
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	48526
9	Bowl Mops (Rayon) or equal	48509
10	Brooms (Plastic Angle) or equal	48510
11	Brooms – Janitorial Straw	48510
12	Brooms Maids Straw (Waco) or equal	48510
13	Carpet Shampoo – Liquid Ammonia Free	48578
14	Carpet Powder & Deodorizer	48578
15	Carpet Shampoo Liquid	48578
16	Carpet Spot Remover 32 oz	48578
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	48531
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	48516
19	Cleaner Oven 24 oz. Foam Cleaner	48518
20	Cleaner Stainless Steel waterless based	48512
21	Continental 18" rubber floor squeegees (1800) or equal	48588
22	Continental 24: rubber floor squeegee (2400) or equal	48588
23	Degreaser – 55 gallon	48518
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal	48538
25	Detergent- Power Dishwashing(Cream Suds ) or equivalent -50 lb box	48538
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	48538
27	Dishwashing Liquid 32 oz. (Dawn) or equal	48538
28	Dishwashing Liquid 42 oz. (Dawn) or equal	48538
29	Disinfectant & Deodorizer Cleaner Aerosol	48532
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	48542

## Janitorial & Industrial Supplies

CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE		COMMODITY CODE (Internal Use Only)
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	48537
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	48540
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	48540
34	Disinfectant Deodorant Spray Hospital	48540
35	Disinfectant Foam Cleaner – Hospital	48540
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	48502
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	48540
38	Dispenser - Air Freshener Time Mist	48532
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	48546
40	Dispensers- Liquid Hand Soap (Bulk Soap)	48544
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	48546
42	Dispensers – Paper Towels Multi Folds Universal (Plastic )	48546
43	Dust Cloths (Disposable)Yw	48552
44	Dust Cloths – Non Disposable	48552
45	Dust Mop 24”x3 Disposable	48572
46	Dust Mop 24” X 5 Non Disposable	48570
47	Dust Mop 24” x 3 Non Disposable	48570
48	Dust Mop 24” x 5 Disposable	48570
49	Dust Mop Frames 24 x5	48570
50	Dust Mop Handles – Swivel Snap On	48570
51	Dust Mop Treatment (Aerosol)	48554
52	Dust Mop Treatment TRU Equal	48554
53	Dust Pan Metal – Lobby or equal	48594
54	Dust Pan Plastic – Lobby or equal	48594
55	Enzyme Deodorizers – per gallon Liquid	48578
56	Feather Duster Extensions 12 ft	48553
57	Feather Duster Extensions 8ft	48553
58	Feather Dusters 21 inch Ostrich or Equal	48553
59	Feather Dusters 26 inch Ostrich or Equal	48553

## Janitorial & Industrial Supplies

CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE		COMMODITY CODE (Internal Use Only)
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	48555
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	48555
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	48554
63	Furniture Polish Aerosol	48558
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal	48528
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	48528
66	Hand Cleaner – Waterless	48513
67	Hanging Toilet Bowl Blocks	48530
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	48537
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	48594
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	48568
71	Mop Handles Fiber Glass 54” Jr. Etc. or equal	48572
72	Mop Handles Wood 54” Junior	48572
73	Mop Head Cotton – Size 16 oz	48572
74	Mop Head Cotton - Size 24 oz	48572
75	Mop Head Cotton – Size 32 oz.	48572
76	Mop Head Rayon – Size 16 oz.	48572
77	Mop Head Rayon – Size 24 oz.	48572
78	Mop Head Rayon – Size 32 oz.	48572
79	Mosquito Repellent Lotion	48560
80	Mosquito Repellent Spray	48560
81	Odor Eliminator – Non Aerosol	48532
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	48514
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	48514
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	48588
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal	48588
86	Scouring Sponges Yw/Green Standard Size 3M/equal	48588
87	Scrubbing Cleansers – 21 oz (Comet) or equal	48585
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	48586
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	48586
90	Soap Bar – 75 oz. – (1,000 per case)	48586

## Janitorial & Industrial Supplies

<b>CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE</b>		<b>COMMODITY CODE (Internal Use Only)</b>
91	Soap Hand – Liquid – ( Bag in Box)	48586
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	48518
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	48586
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	48554
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	48525
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	48532
97	Spray Bottles – 24 oz empty bottles or equal	48508
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal	48508
99	Toilet Dispenser Universal (12” Jumbo toilet Tissue)	48546
100	Toilet Seat Covers	48546
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil	48594
102	Trash Cans & Lids 16 Gal	48594
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	48594
104	Trash Cans – 10 Gal	48594
105	Urinal Block w/Screens	48530
106	Urinal Blocks (Blocks Only)	48530
107	Urinal Deodorant Screens – Screens Only	48565
108	Wasp/Hornet Spray	48560
109	Wasp/Hornet Spray – 20 Ft Stream	48560
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal	48554
<b>CLASS -640 PAPER &amp; PLASTIC PRODUCTS , DISPOSABLE</b>		<b>Commodity Code (Internal Use Only)</b>
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	64008
112	Baggies 4”x4” Enono Zip (Ziploc Regular Sandwich Bags) or equal	64008
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	64008
114	Baggies Ziploc 7x8 Quart Size (Hefty) or equal	64008
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	64008
116	Butcher Paper 24”	64045
117	Facial Tissue(Georgia Pacific) equal or better	64050
118	Film Wrap 18” Heavy Duty 2,000 ft. (Reynolds) or equal	64060

## Janitorial & Industrial Supplies

CLASS -640 PAPER & PLASTIC PRODUCTS , DISPOSABLE		Commodity Code (Internal Use Only)
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal	64060
120	Foam – Bows 6 oz. w/lids	64060
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal	64080
122	Foil Wrap Potato (Reynolds) or equal	64080
123	Laced Dollies (different sizes and types)	64050
124	Menu Tissue 12 x 12	64050
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	64050
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray	64060
127	Pan Liners – (Dispoz) 1,000 cs	64045
128	Paper Bags #10 Brown (Duro) or equal	64015
129	Paper Bags #4 Brown (Duro) or equal	64015
130	Paper Bags #8 Brown (Duro) or equal	64015
131	Paper Bags 1/6 BBL Brown 1657 (Duro ) or equal	64015
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	64015
133	Paper Cups Portion 10 oz (Solo) equal or better	64060
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	64075
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal	64075
136	Paper Towels Multi Fold	64075
137	Paper Towels Multi Folds White Bleached 9.25X9.5	64050
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal	64050
139	Styrofoam Bowl -6 oz 1,00 case	64060
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	64060
141	Styrofoam Cup 8 oz. (8J8) or equal	64060
142	Styrofoam Cups oz. (UJ4) or equal	64060
143	Styrofoam Plates 6" Laminated	64060
144	Styrofoam Plates 6" Un-laminated	64060
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	64060
146	Styrofoam Plates 9" Laminated	64060
147	Styrofoam Plates 9" Un-laminated	64060

## Janitorial & Industrial Supplies

<b>CLASS -640 PAPER &amp; PLASTIC PRODUCTS , DISPOSABLE</b>		<b>Commodity Code (Internal Use Only)</b>
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	64060
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	64075
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	64075
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	64075
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal	64060
153	Utensils Forks – Plastic Dispozoz – medium 1,000 cs (WMF) or equal	64060
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	64060
155	Utensils Forks Clear (1,000 ct)	64060
156	Utensils Spoons Plastic (Solo) or equal	64060
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	64060
158	Utensils Spoons Plastic Dispozoz medium WMS 1,000 ct or equal	64060
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	64060
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	64060
161	Vented Lid-Dart (12J12) or equal	64060
162	Vented Lid – Dart (8J8) or equal	64060
163	Wipers Workhorse Rags (Kimberly Clark) or equal	64085
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	64085
<b>CLASS 652-PERSONAL HYGIENE &amp; GROOMING EQUIPMENT</b>		<b>COMMODITY CODE (Internal Use Only)</b>
165	Body Shampoo – Per Gallon	65216
166	Deodorant –Hygiene	65237
167	Lice Killer – Aerosol	65242
168	Razors – Double Edged	65265
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
170	Sanitary Napkins Panty Liners	65239
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rockester, etc or equal)	65239
173	Shaving Cream	65275
174	Toothbrush Firm – Specify Size	65284

<b>Janitorial &amp; Industrial Supplies</b>		
<b>CLASS 652-PERSONAL HYGIENE &amp; GROOMING EQUIPMENT</b>		<b>COMMODITY CODE (Internal Use Only)</b>
175	Toothbrush Medium Specify Size	65284
176	Toothbrush Soft Specify Size	65284
177	Toothpaste Std Size, Specify Size	65285
178	Toothpaste Travel Size, Specify Size	65285
<b>MISCELLANEOUS CLASSES</b>		
<b>CLASS-365-FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES</b>		<b>Commodity Code (Internal Use Only)</b>
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	36510
180	Buffing Pads 17" White	36510
181	Buffing Pads 20" White	36510
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	36580
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	36580
184	Stripping Pads 17" Black	36510
185	Stripping Pads 20" Black	36510
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	36580
<b>CLASS-201-CLOTHING ACCESSORIES</b>		<b>Commodity Code (Internal Use Only)</b>
187	Gloves - Food Service Large Clear (Brand Name)	20142
188	Gloves – Food Service – Medium clear (Brand Name)	20142
189	Gloves Latex Small Disposable (Ansell )Yw or equal	20142
190	Gloves Latex Large Disposable	20142
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	20142
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	20142
193	Gloves Latex Medium Disposable (Ansell) or equal	20142
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	20142
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	20141
<b>CLASS 850 – TEXTILES, FIBERS, HOUSEHOLD LINENS &amp; PIECE GOODS</b>		<b>Commodity Code (Internal Use Only)</b>
196	Body Towels Standard Size	85088
197	Hand Towels Standard Size	85092

## JANITORIAL SUPPLIES & INDUSTRIAL SUPPLIES

### MISCELLANEOUS CLASSES

CLASS-665-PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING, AND MODDLING EQUIPEMTN, ACCESSORIES, AND SUPPLIES		Commodity Code (Internal Use Only)
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	66524
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	66524
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners	66524
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	66524
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	66524
CLASS-670-PLUMBING EQUIPMENT, FIXTURES AND SUPPLIES		Commodity Code (Internal Use Only)
203	Toilet Brushes (Standard Size) Plastic	67002
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	67002
CLASS-675-PESTICIDES & CHEMICALS: AGRICULTURAL & INDUSTRIAL		Commodity Code (Internal Use Only)
205	Weed Killer (Round Up) or equal	67590
206	Weed Killer 55 Gallon concentrated – Specify Dilution	67590
CLASS – 393-FOOD STAPLES, GROCERY & GROCERIES MISCELLANEOUS ITEMS		Commodity Code (Internal Use Only)
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	39393
CLASS-810-SPRAYING EQUIPMENT (EXCEPT HOUSEHOLD, NURSERY PLANT, & PAINT)		Commodity Code (Internal Use Only)
208	Sprayer (Trigger/Nozzles Only) red & white	81095
CLASS 505-LAUNDRY AND DRY CLEANING COMPOUNDS DETERGENTS, AND SUPPLIES		Commodity Code (Internal Use Only)
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	50525
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	50525
CLASS-475 HOSPITAL, SURGICAL, & MEDICAL RELATED ACCESSORIES AND SUN-DRY ITEMS		Commodity Code (Internal Use Only)
211	Bio-Hazard Bag Red 40 X 48 3 mil	47577
212	Disinfectant Wipes (Lysol) or equal	47565

**INSURANCE:**

Insurance requirements for this project to be maintained throughout the contract term (refer to EXHIBIT “C” FOR LIMITS).

**TERMS AND CONDITIONS OF SERVICE:**

1. Term of the contract is for one (1) year period with County’s option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

2. Any contract awarded to a successful bidder will be in effect until;
  - (A) the contract expires,
  - (B) delivery and acceptance of products and/or performance of services ordered, or
  - (C) terminated by County with thirty days written notice prior to cancellation.
3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.
4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.
6. Vendor must have been in business for at least two years.
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
8. Due to the nature of the user departments, vendor(s) shall be located within three-hundred mile radius from COUNTY OF HIDALGO, Texas.
9. 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.
10. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

**ESCALATION CLAUSE:**

*MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:*

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price 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.

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

**ADDITIONAL INFORMATION:**

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) BY NO LATER THAN, Wednesday, October 02, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 04, 2013 by 5:00 p.m.**

**EXHIBIT "B"**  
**BID PAGE**  
**RFB № 2013-147-10-09-YZV**  
**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**

<b>Janitorial &amp; Industrial Supplies</b>					
<b>DESCRIPTION OF ITEM(S)</b>		<b>BRAND</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>PRICE PER CASE</b>
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal				
2	3M Griddle Screens 10 per pack (200) or equal				
3	Air Freshener – Aerosol Asst Scents				
4	Air Freshener – Time Mist Asst Scents 6.6 oz				
5	Ant & Roach Spray odorless				
6	Ant & Roach Spray odorless to contain deltametrin				
7	Bowl Cleaner – Liquid (Non Acid) EPA Registered				
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered				
9	Bowl Mops (Rayon) or equal				
10	Brooms (Plastic Angle) or equal				
11	Brooms – Janitorial Straw				
12	Brooms Maids Straw (Waco) or equal				
13	Carpet Shampoo – Liquid Ammonia Free				
14	Carpet Powder & Deodorizer				
15	Carpet Shampoo Liquid				
16	Carpet Spot Remover 32 oz				
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal				
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal				
19	Cleaner Oven 24 oz. Foam Cleaner				
20	Cleaner Stainless Steel waterless based				
21	Continental 18" rubber floor squeegees (1800) or equal				
22	Continental 24: rubber floor squeegee (2400) or equal				
23	Degreaser – 55 gallon				
24	Detergent – Colgate Palmolive Dishwashing – 12/32 or equal				
25	Detergent- Power Dishwashing(Cream Suds ) or equivalent -50 lb box				
26	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal				
27	Dishwashing Liquid 32 oz. (Dawn) or equal				
28	Dishwashing Liquid 42 oz. (Dawn) or equal				
29	Disinfectant & Deodorizer Cleaner Aerosol				
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal				

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<b>JANITORIAL AND INDUSTRIAL SUPPLIES</b>					
<b>DESCRIPTION OF ITEM(S)</b>		<b>BRAND</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>PRICE PER CASE</b>
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal				
32	Disinfectant Deodorant Spray – Hospital (Tuberculical Rated)				
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)				
34	Disinfectant Deodorant Spray Hospital				
35	Disinfectant Foam Cleaner – Hospital				
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent				
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal				
38	Dispenser - Air Freshener Time Mist				
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)				
40	Dispensers- Liquid Hand Soap (Bulk Soap)				
41	Dispensers- Paper Towels Multi Folds Universal (Metal)				
42	Dispensers – Paper Towels Multi Folds Universal (Plastic )				
43	Dust Cloths (Disposable)Yw				
44	Dust Cloths – Non Disposable				
45	Dust Mop 24"x3 Disposable				
46	Dust Mop 24" X 5 Non Disposable				
47	Dust Mop 24" x 3 Non Disposable				
48	Dust Mop 24" x 5 Disposable				
49	Dust Mop Frames 24 x5				
50	Dust Mop Handles – Swivel Snap On				
51	Dust Mop Treatment (Aerosol)				
52	Dust Mop Treatment TRU Equal				
53	Dust Pan Metal – Lobby or equal				
54	Dust Pan Plastic – Lobby or equal				
55	Enzyme Deodorizers – per gallon Liquid				
56	Feather Duster Extensions 12 ft				
57	Feather Duster Extensions 8ft				
58	Feather Dusters 21 inch Ostrich or Equal				
59	Feather Dusters 26 inch Ostrich or Equal				

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<b>JANITORIAL &amp; INDUSTRIAL SUPPLIES</b>					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal				
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal				
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal				
63	Furniture Polish Aerosol				
64	Glass Cleaner –Liquid Concentrate (Spartan) or equal				
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal				
66	Hand Cleaner – Waterless				
67	Hanging Toilet Bowl Blocks				
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
69	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal				
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal				
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal				
72	Mop Handles Wood 54" Junior				
73	Mop Head Cotton – Size 16 oz				
74	Mop Head Cotton - Size 24 oz				
75	Mop Head Cotton – Size 32 oz.				
76	Mop Head Rayon – Size 16 oz.				
77	Mop Head Rayon – Size 24 oz.				
78	Mop Head Rayon – Size 32 oz.				
79	Mosquito Repellent Lotion				
80	Mosquito Repellent Spray				
81	Odor Eliminator – Non Aerosol				
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal				
83	Purell Hand Sanitizer Refill-GOJ545604 or equal				
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				
85	Saddle Bag (SB8.5 Clr 6.5x7) or equal				
86	Scouring Sponges Yw/Green Standard Size 3M/equal				
87	Scrubbing Cleansers – 21 oz (Comet) or equal				
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal				
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)				
90	Soap Bar – 75 oz. – (1,000 per case)				

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<b>Janitorial &amp; Industrial Supplies</b>					
<b>DESCRIPTION OF ITEM(S)</b>		<b>BRAND</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>PRICE PER CASE</b>
91	Soap Hand – Liquid – ( Bag in Box)				
92	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal				
93	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal				
94	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal				
95	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal				
96	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal				
97	Spray Bottles – 24 oz empty bottles or equal				
98	Spray Bottles – 32 oz empty bottles (bottleqt) or equal				
99	Toilet Dispenser Universal (12" Jumbo toilet Tissue)				
100	Toilet Seat Covers				
101	Trash Can 55 Gal –XX Large 28x58 1.5 mil				
102	Trash Cans & Lids 16 Gal				
103	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal				
104	Trash Cans – 10 Gal				
105	Urinal Block w/Screens				
106	Urinal Blocks (Blocks Only)				
107	Urinal Deodorant Screens – Screens Only				
108	Wasp/Hornet Spray				
109	Wasp/Hornet Spray – 20 Ft Stream				
110	Wax Stripper Floor Finish Liquid – High Speed (Vectea)(Johnson & Johnson) or equal				
111	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal				
112	Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal				
113	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal				
114	Baggies Ziploc 7x8 Quart Size (Hefty or equal				
115	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal				
116	Butcher Paper 24"				
117	Facial Tissue(Georgia Pacific) equal or better				
118	Film Wrap 18" Heavy Duty 2,000 ft. (Reynolds) or equal				

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<b>Janitorial &amp; Industrial Supplies</b>					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 – Heavy Duty (Reynolds) or equal				
120	Foam – Bows 6 oz. w/lids				
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal				
122	Foil Wrap Potato (Reynolds) or equal				
123	Laced Dollies (different sizes and types)				
124	Menu Tissue 12 x 12				
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal				
126	Pactiv –or equal – 9x6 5.2.75 foam hinged Tray				
127	Pan Liners – (Dispoz) 1,000 cs				
128	Paper Bags #10 Brown (Duro) or equal				
129	Paper Bags #4 Brown (Duro) or equal				
130	Paper Bags #8 Brown (Duro) or equal				
131	Paper Bags 1/6 BBL Brown 1657 (Duro ) or equal				
132	Paper Bags 6lb. Brown 6BG (Duro) or equal				
133	Paper Cups Portion 10 oz (Solo) equal or better				
134	Paper Roll Towels Kitchen (Scott 11s9) or equal				
135	Paper Towels Brown Rolls Standard Size(Georgia Pacific) or equal				
136	Paper Towels Multi Fold				
137	Paper Towels Multi Folds White Bleached 9.25X9.5				
138	Paper Towels (GEP89460) En-motion high capacity –white 10X800 or equal				
139	Styrofoam Bowl -6 oz 1,00 case				
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better				
141	Styrofoam Cup 8 oz. (8J8) or equal				
142	Styrofoam Cups oz. (UJ4) or equal				
143	Styrofoam Plates 6" Laminated				
144	Styrofoam Plates 6" Un-laminated				
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal				
146	Styrofoam Plates 9" Laminated				
147	Styrofoam Plates 9" Un-laminated				

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<b>DESCRIPTION OF ITEM(S)</b>		<b>BRAND</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>PRICE PER CASE</b>
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal				
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal				
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal				
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal				
152	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				
153	Utensils Forks – Plastic Dispoz – medium 1,000 cs (WMF) or equal				
154	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)				
155	Utensils Forks Clear (1,000 ct)				
156	Utensils Spoons Plastic (Solo) or equal				
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal				
158	Utensils Spoons Plastic Dispoz medium WMS 1,000 ct or equal				
159	Utensils Spoons Plastic medium Weight White (1,000 ct)				
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
161	Vented Lid-Dart (12J12) or equal				
162	Vented Lid – Dart (8J8) or equal				
163	Wipers Workhorse Rags (Kimberly Clark) or equal				
164	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				
165	Body Shampoo – Per Gallon				
166	Deodorant –Hygiene				
167	Lice Killer – Aerosol				
168	Razors – Double Edged				
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)				
170	Sanitary Napkins Panty Liners				
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal)				
173	Shaving Cream				
174	Toothbrush Firm – Specify Size				

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<b>DESCRIPTION OF ITEM(S)</b>		<b>BRAND</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>PRICE PER CASE</b>
175	Toothbrush Medium Specify Size				
176	Toothbrush Soft Specify Size				
177	Toothpaste Std Size, Specify Size				
178	Toothpaste Travel Size, Specify Size				
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal				
180	Buffing Pads 17" White				
181	Buffing Pads 20" White				
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
184	Stripping Pads 17" Black				
185	Stripping Pads 20" Black				
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
187	Gloves - Food Service Large Clear (Brand Name)				
188	Gloves – Food Service – Medium clear (Brand Name)				
189	Gloves Latex Small Disposable (Ansell )Yw or equal				
190	Gloves Latex Large Disposable				
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
193	Gloves Latex Medium Disposable (Ansell) or equal				
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
196	Body Towels Standard Size				
197	Hand Towels Standard Size				
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner				
199	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal				
200	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners				
201	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners				
202	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners				

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<b>DESCRIPTION OF ITEM(S)</b>		<b>BRAND</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>PRICE PER CASE</b>
203	Toilet Brushes (Standard Size) Plastic				
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
205	Weed Killer (Round Up) or equal				
206	Weed Killer 55 Gallon concentrated – Specify Dilution				
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
208	Sprayer (Trigger/Nozzles Only) red & white				
209	Bleach – Disinfectant Cleaner Dry Air – Hospital				
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal				
211	Bio-Hazard Bag Red 40 X 48 3 mil				
212	Disinfectant Wipes (Lysol) or equal				

**ACKNOWLEDGMENT FORM/BIDDER 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:** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**CELLULAR NUMBERS:** \_\_\_\_\_

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

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

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

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

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

# EXHIBIT "C"

## Insurance Requirements

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

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

<b>ACORD</b>	<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>		
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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
<b>Hidalgo County</b> <b>Attn: Purchasing Department</b> <b>2812 S Highway Bus. 281</b> <b>Edinburg, Texas 78539</b>		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

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

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$\_\_\_\_\_ General Liability: \$\_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

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

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

# 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



**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)

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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:

---

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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.

Social security number									

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

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).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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.

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

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

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

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

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

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

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

### **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.** 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 will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic 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, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the 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 tax classification in the space provided. If you are an LLC that is treated as a partnership for 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. 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 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 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.

## Exempt Payee

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

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

<sup>2</sup> 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.

## 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](http://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](http://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](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 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* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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. 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.

**REQUIREMENTS AGREEMENT**  
**C-13-147**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between **(VENDOR)**. ("Seller") and **Hidalgo County, Texas** ("Buyer").

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

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2)-one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on\_\_\_\_\_, 2013 and expire on\_\_\_\_\_, 2014 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
302 West University Drive  
Edinburg, Texas 78539

If to Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this

Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

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

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court: \_\_\_\_\_

**COUNTY OF HIDALGO**

**ATTEST:**

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

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

**COMPANY:**  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

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

DRAFT

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

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

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



EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
1	3M Green 6x9 Scouring Pads 20/Box (96HP) or equal	First Mark 318914	1/20ct	.376	7.52
2	3M Griddle Screens 10 per pack (200) or equal	First Mark 318926	10/20ct	.213	42.60
3	Air Freshener - Aerosol Asst Scents	First Mark 243627	6/32oz	6.178	37.07
4	Air Freshener - Time Mist Asst Scents 6.6 oz	---			
5	Ant & Roach Spray odorless	---			
6	Ant & Roach Spray odorless to contain deltamethrin	---			
7	Bowl Cleaner - Liquid (Non Acid) EPA Registered	---			
8	Bowl Cleaner Liquid 23% - 26% HIC EPA Registered	First Mark 243628	6/1qt	4.267	25.60
9	Bowl Mops (Rayon) or equal	Impact 947000	1/lea	.93	.93
10	Brooms (Plastic Angle) or equal	First Mark 272978	1/2in	5.99	5.99
11	Brooms - Janitorial Straw	First Mark 265277	12/13in	5.758	69.10
12	Brooms Maids Straw (Waco) or equal	---			
13	Carpet Shampoo - Liquid Ammonia Free	---			
14	Carpet Powder & Deodorizer	---			
15	Carpet Shampoo Liquid	---			
16	Carpet Spot Remover 32 oz	---			
17	Carroll Heavy Duty Chemical Deodorant 4/1 Gallons or equal	---			
18	Cleaner-Diversey General Purpose 4/1 Gallons or equal	First Mark 243671	6/1qt	5.15	30.90
19	Cleaner Oven 24 oz: Foam Cleaner	Easy Off 31139	6/24oz	6.408	38.45
20	Cleaner Stainless Steel waterless based	First Mark 243526	6/16oz	5.907	35.44
21	Continental 18" rubber floor squeegees (1800) or equal 22"	O Cedar 294697	1/1ct	10.96	10.96
22	Continental 24: rubber floor squeegee (2400) or equal 22"	O Cedar 294697	1/1ct	10.96	10.96
23	Degreaser - 55 gallon	---			
24	Detergent - Colgate Palmolive Dishwashing - 12/32 or equal	First Mark 243533	4/1gal	12.08	48.32
25	Detergent- Power Dishwashing(Cream Suds ) or equivalent -50 lb box	Packer 883935	1/50lb	40.88	40.88
26	Dishwashing Capsules - US Chemicals 6/8 lb. (failsafe) or equal	---			
27	Dishwashing Liquid 32 oz. (Dawn) or equal	Dawn 863824	8/38oz	4.716	37.73
28	Dishwashing Liquid 42 oz. (Dawn) or equal	Dawn 863824	8/38oz	4.716	37.73
29	Disinfectant & Deodorizer Cleaner Aerosol	---			
30	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	Stur Sec 242343	4/1gal	6.263	25.05

OPENED

10/26/09

10:25am

Witnessed

EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL AND INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
31	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	—			
32	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	—			
33	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	—			
34	Disinfectant Deodorant Spray Hospital	—			
35	Disinfectant Foam Cleaner – Hospital	—			
36	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	—			
37	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	—			
38	Dispenser - Air Freshener Time Mist	TimeMist 942400	1/1ct	18.86	18.86
39	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	Tork 892928	1/1ct	42.95	42.95
40	Dispensers- Liquid Hand Soap (Bulk Soap)	First-Mark 243636	4/1gal	9.825	39.30
41	Dispensers- Paper Towels Multi Folds Universal (Metal)	—			
42	Dispensers – Paper Towels Multi Folds Universal (Plastic )	—			
43	Dust Cloths (Disposable)Yw	—			
44	Dust Cloths – Non Disposable	—			
45	Dust Mop 24"x3 Disposable				
46	Dust Mop 24" X 5 Non Disposable				
47	Dust Mop 24" x 3 Non Disposable				
48	Dust Mop 24" x 5 Disposable				
49	Dust Mop Frames 24 x5				
50	Dust Mop Handles – Swivel Snap On				
51	Dust Mop Treatment (Aerosol)	—			
52	Dust Mop Treatment TRU Equal	—			
53	Dust Pan Metal – Lobby or equal	Impact 932901	1 ea	30.15	30.15
54	Dust Pan Plastic – Lobby or equal	First-Mark 293002	1 ea	10.70	10.70
55	Enzyme Deodorizers – per gallon Liquid	First-Mark 243656	1/5gal	19.48/gal	97.40
56	Feather Duster Extensions 12 ft	—			
57	Feather Duster Extensions 8ft	—			
58	Feather Dusters 21 inch Ostrich or Equal	—			
59	Feather Dusters 26 inch Ostrich or Equal	—			

OPENED

10/19/13

10:28am

Witnessed

*[Signature]*

EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
60	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	—			
61	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	FirstMark 243536	4/1gal	18.125	72.50
62	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	—			
63	Furniture Polish Aerosol	—			
64	Glass Cleaner – Liquid Concentrate (Spartan) or equal	—			
65	Glass Cleaner RTU – 32 oz. (Spartan) or equal	Sivr Src 242344	4/1gal	3.978	15.91
66	Hand Cleaner – Waterless	—			
67	Hanging Toilet Bowl Blocks	—			
68	Heavy Duty Laundry Detergent (for Commercial Laundry System)	FirstMark 243657	1/5gal	91.00	91.00
69	Janitorial Cart w/Yellow Vinyl Bag – Rubbermaid (6173) or equal	Rubbermaid 859998	1ea	109.45	109.45
70	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	OCedar 899576	1/32qt	56.78	56.78
71	Mop Handles Fiber Glass 54" Jr. Etc. or equal	—			
72	Mop Handles Wood 54" Junior	—			
73	Mop Head Cotton – Size 16 oz	OCedar 274921	1/3ct	2.263	6.79
74	Mop Head Cotton - Size 24 oz	FirstMark 292442	1/3ct	4.663	13.99
75	Mop Head Cotton – Size 32 oz.	—			
76	Mop Head Rayon – Size 16 oz.	—			
77	Mop Head Rayon – Size 24 oz.	Sivr Src 292447	1/3ct	4.32	12.96
78	Mop Head Rayon – Size 32 oz.	—			
79	Mosquito Repellent Lotion	—			
80	Mosquito Repellent Spray	—			
81	Odor Eliminator – Non Aerosol	—			
82	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	—			
83	Purell Hand Sanitizer Refill-GOJ545604 or equal	Purell 268880	6/800ml	7.433	44.60
84	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	3M 91A229	1/12ct	1.487	17.84
85	Saddle Bag (SB8.5 Ctr 6.5x7) or equal	AEP 314988	1/2000ct	.019	38.00
86	Scouring Sponges Yw/Green Standard Size 3M/equal	—			
87	Scrubbing Cleansers – 21 oz (Comet) or equal	—			
88	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	FirstMark 243636	4/1gal	9.175	36.70
89	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	—			
90	Soap Bar – 75 oz. – (1,000 per case)	—			

OPENED

10/16/13  
Case: 01  
10:25am

Witnessed

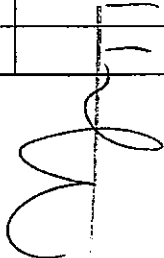


EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE	
91 Soap Hand - Liquid - ( Bag In Box)	Colgate 942586	12/800ml	4.084	49.01	
92 Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	---				
93 Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	First Mark 243636	4/1gal	9.175	36.70	
94 Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	---				
95 Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	---				
96 Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	---				
97 Spray Bottles - 24 oz empty bottles or equal w/trigger	Contico 35927	1/3ct	1.95	5.85	
98 Spray Bottles - 32 oz empty bottles (bottleqt) or equal	Packer 84963	1 ea	1.75	1.75	
99 Toilet Dispenser Universal (12" Jumbo toilet Tissue)	Tork	1ea	26.25	26.25	
100 Toilet Seat Covers	Univer	20/250ct	.0127	63.50	
101 Trash Can 55 Gal -XX Large 28x58 1.5 mil	First Mark 194634	10/10ct	.198	19.80	
102 Trash Cans & Lids 16 Gal	---				
103 Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	---				
104 Trash Cans - 10 Gal	---				
105 Urinal Block w/Screens	---				
106 Urinal Blocks (Blocks Only)	---				
107 Urinal Deodorant Screens - Screens Only	CDC 938065	12/1ct	1.2375	14.85	
108 Wasp/Hornet Spray	---				
109 Wasp/Hornet Spray - 20 Ft Stream	---				
110 Wax Stripper Floor Finish Liquid - High Speed (Vectea)(Johnson & Johnson) or equal	---				
111 Baggies 1/4 Size Slider Bag Ziploc Snack Bags (Hefty) or equal	---				
112 Baggies 4"x4" Enono Zip (Ziploc Regular Sandwich Bags) or equal	---				
113 Baggies Ziploc 16x11 Gallon Size (Hefty) or equal 10x11	First mark 158747	1/250ct	.0791	19.78	
114 Baggies Ziploc 7x8 Quart Size (Hefty or equal	First mark 158746	1/500ct	.0463	23.15	
115 Baggies Freezer Bags 10x11 - 200 ct (Quick Seal) or equal 10x14	Handgaid 45401	1/1000ct	.0723	72.30	
116 Butcher Paper 24"	Packer 152223	1/18in	22.79	22.79	
117 Facial Tissue(Georgia Pacific) equal or better	Tork 935667	30/100ct	.647	19.41	
118 Film Wrap 18" Heavy Duty 2,000 ft.(Reynolds) or equal	First Mark 899594	1/200ft	16.94	16.94	

OPENED

10/9/13  
10:25am

Witnessed

EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
119	Film Wrap 18"x3000 - Heavy Duty (Reynolds) or equal	---			
120	Foam - Bows 6 oz. w/lids	---			
121	Foil Wrap 18" Heavy Duty 500 ft. (Reynolds) or equal	Silvr Src 240308	1/500ft	28.80	28.80
122	Foil Wrap Potato (Reynolds) or equal	First Mark 157551	6/500ct	9.35	56.10
123	Laced Dollies (different sizes and types)	---			
124	Menu Tissue 12 x 12	Packeer 297275	1/1000ct	.0069	6.90
125	Napkins 2 Ply Quarter Fold (Georgia Pacific) or equal	Toke 95779	12/500ct	.0064	38.40
126	Pactiv - or equal - 9x6 5.2.75 foam hinged Tray	---			
127	Pan Liners - (Dispozo) 1,000 cs	FirstMark 996070	1/1000ct	.4394	43.94
128	Paper Bags #10 Brown (Duro) or equal	12# Weyerh 921925	1/500ct	.0398	19.88
129	Paper Bags #4 Brown (Duro) or equal	---			
130	Paper Bags #8 Brown (Duro) or equal	Duro 942894	1/500ct	.0294	14.72
131	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal	Duro 52133	1/500ct	.0859	42.96
132	Paper Bags 6lb. Brown 6BG (Duro) or equal	Duro 942898	1/500ct	.0294	14.72
133	Paper Cups Portion 10 oz (Solo) equal or better	---			
134	Paper Roll Towels Kitchen (Scott 11s9) or equal	---			
135	Paper Towels Brown Rolls Standard Size (Georgia Pacific) or equal	Univer	12/350ft	1.415	16.98
136	Paper Towels Multi Fold	Univer	10/250ft	.9438	15.10
137	Paper Towels Multi Folds White Bleached 9.25X9.5	Univer 908861	14/250ft	1.12	17.92
138	Paper Towels (GEP89460) En-motion high capacity - white 10X800 or equal	---			
139	Styrofoam Bowl - 6 oz 1,00 case	Dart 956950	20/50ct	.2935	29.35
140	Styrofoam Bowls 12 oz. (Pacific 1-0012) equal or better	FirstMark 197489	8/125ct	.2392	23.92
141	Styrofoam Cup 8 oz. (8J8) or equal	FirstMark 199423	40/25ct	.1874	18.74
142	Styrofoam Cups oz. (UJ4) or equal 403	Wincup 69627	40/25ct	.1898	18.98
143	Styrofoam Plates 6" Laminated	---			
144	Styrofoam Plates 6" Un-laminated	FirstMark 197484	8/125ct	.2011	20.11
145	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal	FirstMark 197486	4/125ct	.0396	19.80
146	Styrofoam Plates 9" Laminated	---			
147	Styrofoam Plates 9" Un-laminated	FirstMark 197485	4/125ct	.0394	19.70

OPENED  
 01/18/01  
 Witnessed

*[Handwritten signature]*

EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
148	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal	SlvrSrc	2/1000ct	.0849	16.97
149	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	Univer	12/1000sh	1.8625	22.35
150	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	FirstMark	96/500sh	.4745	45.55
151	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	Univer	6/2000ft	4.358	26.15
152	Utensils Forks - Plastic 2,000 ct (James River Wn F2P) or equal	FirstMark 194556	1/1000ct	.1402	14.02
153	Utensils Forks - Plastic Dispoz - medium 1,000 cs (WMF) or equal	FirstMark 194556	1/1000ct	.1402	14.02
154	Utensils Forks - Plastic medium Weight White 1,000 ct (Solo or Equal)	FirstMark 194556	1/1000ct	.1402	14.02
155	Utensils Forks Clear (1,000 ct)	---			
156	Utensils Spoons Plastic (Solo) or equal	Prime 915186	1/1000ct	.1098	10.98
157	Utensils Spoons Plastic 1,000 ct (Solo) or equal	Prime 915186	1/1000ct	.1098	10.98
158	Utensils Spoons Plastic Dispoz medium WMS 1,000 ct or equal	Prime 915186	1/1000ct	.1098	10.98
159	Utensils Spoons Plastic medium Weight White (1,000 ct)	Prime 915186	1/1000ct	.1098	10.98
160	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	Senate 38746	1/250ct	.0584	14.60
161	Vented Lid-Dart (12J12) or equal	Dart 986056	10/1000ct	.1302	13.02
162	Vented Lid - Dart (8J8) or equal	Dart 943124	1/1000ct	.1115	11.15
163	Wipers Workhorse Rags (Kimberly Clark) or equal	---			
164	Wipers - (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	---			
165	Body Shampoo - Per Gallon	---			
166	Deodorant - Hygiene	---			
167	Lice Killer - Aerosol	---			
168	Razors - Double Edged	---			
169	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	---			
170	Sanitary Napkins Panty Liners	---			
171	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	---			
172	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal)	---			
173	Shaving Cream	---			
174	Toothbrush Firm - Specify Size	---			

OPENED

10/9/13  
10:20am

Witnessed

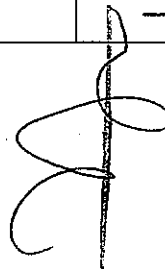


EXHIBIT "B"

BID PAGE

RFB No 2013-147-10-09-YZV

"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
175	Toothbrush Medium Specify Size	—			
176	Toothbrush Soft Specify Size	—			
177	Toothpaste Std Size, Specify Size	—			
178	Toothpaste Travel Size, Specify Size	—			
179	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx-(20MUHSTBP) or equal	—			
180	Buffing Pads 17" White	—			
181	Buffing Pads 20" White	—			
182	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	—			
183	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	—			
184	Stripping Pads 17" Black	—			
185	Stripping Pads 20" Black	—			
186	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	—			
187	Gloves - Food Service Large Clear (Brand Name) Vinyl	Slvr Src 240715	10/100CT	.2970	29.70
188	Gloves - Food Service - Medium clear (Brand Name)	Slvr Src 240774	10/100CT	.298	29.80
189	Gloves Latex Small Disposable (Ansell) Yw or equal	Firstmark 240762	4/100CT	.0775	31.00
190	Gloves Latex Large Disposable	Packer.	10/100CT	.392	39.20
191	Gloves Latex Large Non-Disposable Yw (Ansell) or equal	Packer 869908	1ea	.81	.81
192	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	Packer 242892	1ea	.81	.81
193	Gloves Latex Medium Disposable (Ansell) or equal	Packer.	10/100CT	.392	39.20
194	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	—			
195	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	Food Handler 366380	1/100CT	.1575	63.00
196	Body Towels Standard Size	—			
197	Hand Towels Standard Size	Slvr Src	1/12CT		
198	Trash Liners -45 Gal X-Large 40x48 16 Mic High Density Can Liner	Firstmark 194622	10/100CT	.1623	16.23
199	Trash Liners - Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	REP 953255	1/1000CT	.269	26.90
200	Trash Liners - Large Trash Can 13 MIC 30 x 37 High Density Can Liners	Firstmark 241317	25/200CT	.075	37.50
201	Trash Liners - Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	Firstmark 194621	10/115CT	.1129	16.94
202	Trash Liners - Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	Interplast 264987	20/150CT	.2015	20.15

OPENED

10/17/12  
10/28/12

Witnessed

**EXHIBIT "B"**  
**BID PAGE**  
**RFB No 2013-147-10-09-YZV**  
**"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"**

JANITORIAL & INDUSTRIAL SUPPLIES					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
203	Toilet Brushes (Standard Size) Plastic	—			
204	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	—			
205	Weed Killer (Round Up) or equal	—			
206	Weed Killer 55 Gallon concentrated – Specify Dilution	—			
207	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal	—			
208	Sprayer (Trigger/Nozzles Only) red & white	—			
209	Bleach – Disinfectant Cleaner Dry Air – Hospital	—			
210	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	Firstmark 24723	6/gal	1.5083	9.05
211	Bio-Hazard Bag Red 40 X 48 3 mil	—			
212	Disinfectant Wipes (Lysol) or equal	—			

**ACKNOWLEDGMENT FORM/BIDDER 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:**

Vistar Management/Performance Food Group

**ADDRESS:**

204 N. Brownson

**CITY/STATE/ZIP CODE:**

Victoria TX

**TELEPHONE NUMBER**

361-582-7500

**E-MAIL ADDRESS:**

gmedina@pfgc.com

**CELLULAR NUMBERS:**

(956) 624-4706 or (956) 624-1955

**FAX NUMBER:**

**AUTHORIZED SIGNATURE:**

*Gloria Medina*

**PRINTED NAME:**

GLORIA MEDINA

**TITLE:**

Area Manager

**DATE:**

10-9-13

**OPENED**  
 10/9/13  
 10:25am  
 Witnessed

*[Signature]*

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





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2013

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

<b>AGENCY</b> MARSH USA 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500		<b>PHONE (A/C, No, Ext):</b>	<b>COMPANY</b> Alterra America Insurance Company	
902594-AII-STP-13-14				
<b>FAX (A/C, No):</b>		<b>E-MAIL ADDRESS:</b>		
<b>CODE:</b>		<b>SUB CODE:</b>		
<b>AGENCY CUSTOMER ID #:</b>				
<b>INSURED</b> PFS - VICTORIA C/O PERFORMANCE FOOD GROUP, INC. 12500 WEST CREEK PARKWAY RICHMOND, VA 23238		<b>LOAN NUMBER</b>	<b>POLICY NUMBER</b> SEE PAGE 2	
		<b>EFFECTIVE DATE</b> 08/01/2013	<b>EXPIRATION DATE</b> 08/01/2014	<input type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Motor Truck Cargo - any one vehicle All Risk of direct physical loss or damage, subject to policy terms, conditions and exclusions.	500,000	

## REMARKS (Including Special Conditions)


The certificate holder is named a loss payee as respects its interest in property in the care, custody or control of the named insured and to the extent policy terms and limits apply under contract with the certificate holder.

## 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.

## ADDITIONAL INTEREST

NYC-006763352-01

<b>NAME AND ADDRESS</b>  Hidalgo County Attn: Purchasing Group 2812 S. Highway Bus. 281 Edinburg, TX 78539	<input type="checkbox"/> <b>MORTGAGEE</b>	<input type="checkbox"/> <b>ADDITIONAL INSURED</b>
	<input checked="" type="checkbox"/> <b>LOSS PAYEE</b>	
<b>LOAN #</b>		
<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Jan Mulstay 		



**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA		NAMED INSURED PFS - VICTORIA C/O PERFORMANCE FOOD GROUP, INC. 12500 WEST CREEK PARKWAY RICHMOND, VA 23238	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

(Stock Throughput Inventory / Motor Truck Cargo)  
 Carrier: Alterra America Insurance Company  
 Policy #MAXA4OMC0002041 / MAXA4IM0047830



**AGENDA**  
**CC REGULAR**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT**  
**MEETING**  
**November 19, 2013**  
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1. Roll Call**

All members of the Court were counted present.

**2. Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

**3. Prayer**

Virginia Townsend led the Court and Audience in Prayer.

At this time, the Court proceeded to Item 13.A.

**4. Approval of Consent Agenda**

The Court moved to approve the Consent Agenda for the exception of Item 6.B to be pulled for discussion.

**5. Open Forum**

> Fern McClaugherty expressed her concern over the amount of time presenters at Open Forum actually have.

> Opal Billman stated Texas law should award her half of community property and has yet to receive anything. She stated that she was given a promissory note as a divorce settlement which is debt, but does not agree that the Court has done the right thing in her case.

**6. County Judge's Office:**

- A. AI-41491** Approval to process the following Xerox invoices as a claim with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Invoice Dates	Monthly Amt.	Total Amount
February - November 2013	233.10	\$2,331.00

Commissioner Hector Palacios joined the meeting.

**16. Budget & Management - Sergio Cruz:**

- A. AI-41777** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of \$6,928.83 (First Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

- B. AI-41836** Approval of rental payment from the General Fund in the amount of \$11,250 for lease of office space (3304 W. Alberta Rd., Edinburg, TX) for the Urban County Program for the month of December 2013.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

- C. AI-41848** 1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

2. Approval of 2013 appropriation of funds in the total amount of \$1,211,000.00 for the San Carlos Community Resource Center project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**17.**



**Purchasing Department - Marty Salazar:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

1. **AI-41858** Discussion and consideration with applicable action to procure the services of a consultant for the audit of billing/invoices from Hidalgo County's electric power providers (i.e. Reliant Energy, MVEC, CPL, Others);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

2. **AI-40774** Human Resources Dept:  
a. Acceptance and approval of the continuation of the Professional Services Agreement (reviewed and approved by legal counsel) between Hidalgo County Human Resources Department and i-Docket.com, LLC for the provision of the Sapphire Human Resource (HR)software package so as to assist Hidalgo County in providing efficient HR services county-wide including the continuation of services through the life term of the software package in place by the department user; and

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

- b. Approval to pay as claims Invoices #285914 and 286922 in the amount of \$300.00 each invoice with remaining month of December's invoice thru Requisition #245375 with next year's term of January-December of 2014 monthly billing thru the 2014 Adopted Budget thus allowing Human Resource Department to submit a requisition at that time.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

3. **AI-41543** Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting all specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**APPROVED**

**AI-41543**

**Purchasing Department 17. A. 3.**

**CC REGULAR**

**Meeting Date: 11/19/2013**

**Submitted For:** Martha L. Salazar

**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

**BACKGROUND**

Recommended Vendors:

- 1) Gulf Coast Paper
- 2) Staples Contract & Commercial
- 3) Sysco Central Texas
- 4) CC Distributors
- 5) Performance Food Group

**Fiscal Impact**

**FISCAL YEAR:** 2014

**ACCT. #:** 2014 Budget

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

County Wide Project - Various departments

See 2014 dept. budgets (Object code 607) for availability of funds.

On an as needed basis

Contracts shall commence on January 01, 2014  
and expire on December 31, 2014

**Attachments**

Participation-Acceptance Sheets

Bid TAB Sheet

Legals approval of Contract

C-13-147-Gulf Coast Paper Contract

C-13-147A-Staples Contract & Commercial Inc

C-13-147B-Sysco Central Texas

C-13-147C-CC Distributors

C-13-147D-Performance Food Group

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Darlene Betancourt	11/07/2013 08:58 AM
Budget & Management	Obdett Calzada	11/07/2013 09:34 AM
Manuel Chapa	Manuel Chapa	11/13/2013 02:43 PM
Auditor's Office	Monica Badillo	11/15/2013 05:49 PM
Form Started By: Yolanda Velasquez		Started On: 10/30/2013 01:37 PM
	Final Approval Date: 11/15/2013	