

**REQUIREMENTS AGREEMENT
C-16-288B-12-06**

3:00 PM
JAN 17 2017
HIDALGO COUNTY, TEXAS
DEPUTY

THIS AGREEMENT (the "Agreement") is entered into this 6th day of December, 2016 by and between Unipak Corporation ("Seller") and HIDALGO COUNTY ("Buyer")

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

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Janitorial Supplies, Industrial Chemicals"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from January 1, 2017 to December 31, 2017, and for an additional two (2) additional one (1) year terms under the same rates terms and conditions, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products, 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 Seller by a third party carrier F.O.B. 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. This Agreement may be terminated by Buyer without cause upon thirty (30) days written notice.

5. General Provisions.

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

- b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.
- d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

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

If to Seller: Unipak Corporation
 Attn: Brian Marcus
 PO Box 300027
 Brooklyn, NY 11230

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

- f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- h. **Assignment.** This Agreement shall not be assignable.
- i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

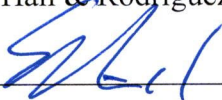
- j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).
- m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.
- n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:
 - (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.
 - (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the

prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.


- o. **Immunities** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

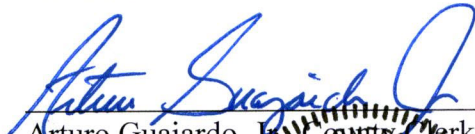
APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By: 

HIDALGO COUNTY

By: 
Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr., Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 12/6/16 

Unipak Corporation

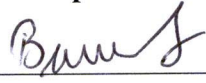
By: 
Printed Name: Brian Moran
Title: Pres
Date: 1/3/17

EXHIBIT “A”

**REQUEST FOR BID (RFB)
PROCUREMENT PACKET**




Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

REQUEST FOR BID (RFB)
TABLE OF CONTENTS
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
“Janitorial Supplies & Industrial Chemical & Supplies”
Bid No: 2016-288-10-05-FAZ

1. Request for Bid Letter, consisting of 1 page.
2. Table of contents, consisting of 1 page.
3. Request for Bid, Legal Notice, consisting of 8 pages.
4. Exhibit “A” Specifications consisting of 13 pages.
5. Exhibit “B” Bid Page consisting of 8 pages.
6. Exhibit “C” Insurance Requirements consisting of 4 pages.
7. Exhibit “D” CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
8. Vendor/Bidder Application, consisting of 2 pages.
9. W-9 form, consisting of 4 pages.
10. Certifications Regarding Debarment consist of 1 page.
11. Draft Service Contract, consisting of 7 pages.

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

Thank you.


Martha L. Salazar, CPPB
Purchasing Agent

September 19, 2016
Date



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 292-7612

September 19, 2016

Re: **HIDALGO COUNTY - (All Funding Sources, Programs & Entities)**
Request for Bids - **"Janitorial Supplies & Industrial Chemical & Supplies"**
RFB No: 2016-288-10-05-FAZ

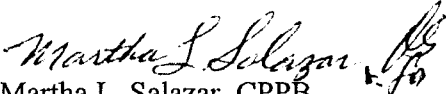
Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

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

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

Sincerely,


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/faz

Enclosures

Bid No: 2016-288-10-05-FAZ	Buyer: Matilde “Maty” Faz	Tel. No: (956) 318-2626
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REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

“Janitorial Supplies & Industrial Chemical & Supplies”

BID OPENING DATE:

October 05, 2016 @ 9:30 a.m.

Contact Person:

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



1. Sealed bids will be received for **“HIDALGO COUNTY (All Funding Sources, Programs & Entities)-“Janitorial Supplies & Industrial Chemical & Supplies”** 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-2016-288-10-05-FAZ - HIDALGO COUNTY (All Funding Sources, Programs & Entities)-“Janitorial Supplies & Industrial Chemical & Supplies”** in County's Purchasing Department with a physical address: 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 05, 2016.**

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 “HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-288-10-05-FAZ “Janitorial Supplies & Industrial Chemical & Supplies”

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 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 and Contract Number (if any)
 - d) Notation "**HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-288-10-05-FAZ "Janitorial Supplies & Industrial Chemical & Supplies"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.\

c) **Contract Number must be indicated on all invoices.**

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Hidalgo County Auditor’s Office
2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511**

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>OCTOBER 05, 2016</u>
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- 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.
Register at SAMs System for Award Management @ www.sam.gov.
- 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.
- 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.
- NOTICE: ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2016, 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.

Completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of

the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-288), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: matilde.faz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

22. 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.
23. 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.
24. 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 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this 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.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
“Janitorial Supplies & Industrial Chemical & Supplies”
BID NO. 2016-288-10-05-FAZ

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____
 Address: _____
 By: _____
 Printed Name: _____
 Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
(All Funding Sources, Programs and Entities)
Bid No. 2016-288-10-05-FAZ

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 Supplies & Industrial Chemicals & Supplies*" as specified herein. BIDS WILL BE ACCEPTED UNTIL **9:30 A.M., WEDNESDAY, October 05, 2016.** 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 to 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

CLASS 485 - JANITORIAL SUPPLIES, GENERAL LINE		Commodity Code (Internal Use Only)
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	Detergent Pot & Pan 2-Ltr Clean On The Go (Spar Clean) or equal	48538
27	Dish Sanitizer 2-Ltr Sani-T (Spar Clean) or equal	48538
28	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal	48538
29	Dishwashing Liquid 32 oz. (Dawn) or equal	48538
30	Dishwashing Liquid 42 oz. (Dawn) or equal	48538

31	Disinfectant & Deodorizer Cleaner Aerosol	48532
32	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal	48542
33	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal	48537
34	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)	48540
35	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)	48540
36	Disinfectant Deodorant Spray Hospital	48540
37	Disinfectant Foam Cleaner – Hospital	48540
38	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent	48502
39	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal	48540
40	Disinfectant/Cleaner 1qt. Non-Acid Bathroom Cleaner	48683
41	Dispenser - Air Freshener Time Mist	48532
42	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)	48546
43	Dispensers- Liquid Hand Soap (Bulk Soap)	48544
44	Dispensers- Paper Towels Multi Folds Universal (Metal)	48546
45	Dispensers – Paper Towels Multi Folds Universal (Plastic)	48546
46	Dust Cloths (Disposable) Yw	48552
47	Dust Cloths – Non Disposable	48552
48	Dust Mop 24” x 3 Disposable	48572
49	Dust Mop 24” x 5 Non Disposable	48570
50	Dust Mop 24” x 3 Non Disposable	48570
51	Dust Mop 24” x 5 Disposable	48570
52	Dust Mop Frames 24 x 5	48570
53	Dust Mop Handles – Swivel Snap On	48570
54	Dust Mop Treatment (Aerosol)	48554
55	Dust Mop Treatment TRU Equal	48554
56	Dust Pan Metal – Lobby or equal	48594
57	Dust Pan Plastic – Lobby or equal	48594
58	Enzyme Deodorizers – per gallon Liquid	48578
59	Feather Duster Extensions 12 ft	48553
60	Feather Duster Extensions 8ft	48553
61	Feather Dusters 21 inch Ostrich or Equal	48553
62	Feather Dusters 26 inch Ostrich or Equal	48553

CLASS 485- JANITORIAL SUPPLIES, GENERAL LINE		Commodity Code (Internal Use Only)
63	Floor Cleaner – Diversey Citrus Stride Neutral 5 gal bx (Stride%) or equal	48555
64	Floor Cleaner – Diversey Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal	48555
65	Floor Finish/Wax – Diversey 5 Gal (Vectra5) or equal	48554
66	Floor Finish – 1 gal SunnySide1 (Spartan) or equal	48554
67	Furniture Polish Aerosol	48558
68	Glass Cleaner –Liquid Concentrate (Spartan) or equal	48528
69	Glass Cleaner RTU – 32 oz. (Spartan) or equal	48528
70	Hand Cleaner – Waterless	48513
71	Hanging Toilet Bowl Blocks	48530
72	Heavy Duty Laundry Detergent (for Commercial Laundry System)	48537
73	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal	48594
74	Mop Bucket combo Std Size (Rubbermaid 7580) or equal	48568
75	Down Press Wringer 35 Qt. Bucket (Wave Brake) or equal	48568
76	Mop Bucket, 35 Qt. (Wave Brake) w/3” casters or equal	48568
77	Mop Handles Fiber Glass 54” Jr. Etc. or equal	48572
78	Mop Handles Wood 54” Junior	48572
79	Mop Head Cotton - Size 16 oz.	48572
80	Mop Head Cotton - Size 24 oz.	48572
81	Mop Head Cotton - Size 32 oz.	48572
82	Mop Head Rayon - Size 16 oz.	48572
83	Mop Head Rayon - Size 24 oz.	48572
84	Mop Head Rayon - Size 32 oz.	48572
85	Mosquito Repellent Lotion	48560
86	Mosquito Repellent Spray	48560
87	Odor Eliminator – Non Aerosol	48532
88	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal	48514
89	Purell Hand Sanitizer Refill-GOJ545604 or equal	48514
90	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal	48588
91	Saddle Bag (SB8.5 Clear 6.5x7) or equal	48588
92	Scouring Sponges Yellow/Green Standard Size 3M/equal	48588
93	Scrubbing Cleansers – 21 oz (Comet) or equal	48585
94	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal	48586

95	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)	48586
96	Soap Bar – 75 oz. – (1,000 per case)	48586
97	Soap Hand – Liquid – (Bag in Box)	48586
98	Spartan 15% Orange Tough cleaner/degreaser 12/32 oz (OT15QT) or equal	48518
99	Spartan antiseptic/antibacterial hand soap 4/1 gal (AntiHsoap1) or equal	48586
100	Spartan bounce back floor finish restorer 4/1 gal (Bounce1) or equal	48554
101	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32 oz (Foamy RTU) or equal	48525
102	Spartan fresh scent deodorant spray 12/18 oz (Airfresh AER) or equal	48532
103	Spray Bottles – 24 oz. empty bottles or equal	48508
104	Spray Bottles – 32 oz. empty bottles or equal	48508
105	Pump #10 1 oz. 1gal. #10 Tube or equal	48508
106	Toilet Dispenser Universal (12” Jumbo Toilet Tissue)	48546
107	Toilet Seat Covers	48546
108	Trash Can 55 Gal –XX Large 28x58 1.5 mil	48594
109	Trash Cans & Lids 16 Gal	48594
110	Trash Cans & Lids 32 Gallon (Rubbermaid) or equal	48594
111	Trash Cans – 10 Gal	48594
112	Urinal Block w/Screens	48530
113	Urinal Blocks (Blocks Only)	48530
114	Urinal Deodorant Screens – Screens Only	48565
115	Wasp/Hornet Spray	48560
116	Wasp/Hornet Spray – 20 Ft Stream	48560
117	Wax Stripper Floor Finish Liquid – High Speed (Vectea) (Johnson & Johnson) or equal	48554
CLASS - 640 PAPER & PLASTIC PRODUCTS, DISPOSABLE		Commodity Code (Internal Use Only)
118	Baggies ¼ Size Slider Bag Ziploc Snack Bags (Hefty) or equal	64008
119	Baggies 4”x4” Enono Zip (Ziploc Regular Sandwich Bags) or equal	64008
120	Baggies Ziploc 16x11 Gallon Size (Hefty) or equal	64008
121	Baggies Ziploc 7x8 Quart Size (Hefty or equal	64008
122	Baggies Freezer Bags 10x11 – 200 ct (Quick Seal) or equal	64008
123	Butcher Paper 24”	64045
124	Facial Tissue (Georgia Pacific) equal or better	64050

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

CLASS - 640 PAPER & PLASTIC PRODUCTS , DISPOSABLE		Commodity Code (Internal Use Only)
155	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 case or equal	64060
156	Styrofoam Hinged Lid container 9 3/6 in. x 6 1/2in. x 2 3/4 in. rectangular white 150/case	64060
157	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal	64075
158	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal	64075
159	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal	64075
160	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal	64060
161	Utensils Forks – Plastic Dispozoz – medium 1,000 cs (WMF) or equal	64060
162	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)	64060
163	Utensils Forks Clear (1,000 ct)	64060
164	Utensils Spoons Plastic (Solo) or equal	64060
165	Utensils Spoons Plastic 1,000 ct (Solo) or equal	64060
166	Utensils Spoons Plastic Dispozoz medium WMS 1,000 ct or equal	64060
167	Utensils Spoons Plastic medium Weight White (1,000 ct)	64060
168	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)	64060
169	Vented Lid-Dart (12J12) or equal	64060
170	Vented Lid – Dart (8J8) or equal	64060
171	Vented Lid – Dart (20JL) 10/100 case or equal	64060
172	Wipers Workhorse Rags (Kimberly Clark) or equal	64085
173	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal	64085
CLASS 652 - PERSONAL HYGIENE & GROOMING EQUIPMENT		Commodity Code (Internal Use Only)
174	Body Shampoo – Per Gallon	65216
175	Deodorant –Hygiene	65237
176	Lice Killer – Aerosol	65242
177	Razors – Double Edged	65265
178	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
179	Sanitary Napkins Panty Liners	65239
180	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)	65239
181	Sanitary Napkins Thin No 4 Folded (Stayfree, Rockester, etc or equal)	65239
182	Shaving Cream	65275

183	Toothbrush Firm – Specify Size	65284
Janitorial & Industrial Supplies		
CLASS 652-PERSONAL HYGIENE & GROOMING EQUIPMENT		Commodity Code (Internal Use Only)
184	Toothbrush Medium Specify Size	65284
185	Toothbrush Soft Specify Size	65284
186	Toothpaste Std Size, Specify Size	65285
187	Toothpaste Travel Size, Specify Size	65285
MISCELLANEOUS		
CLASS-365-FLOOR MAINTENANCE MACHINES, PARTS, AND ACCESSORIES		Commodity Code (Internal Use Only)
188	Americo 20” Beige Ultra High Speed Burnishing Pads 5/bx- (20MUHSTBP) or equal	36510
189	Buffing Pads 17” White	36510
190	Buffing Pads 20” White	36510
191	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal	36580
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal	36580
193	Stripping Pads 17” Black	36510
194	Stripping Pads 20” Black	36510
195	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal	36580
CLASS-201-CLOTHING ACCESSORIES		Commodity Code (Internal Use Only)
196	Gloves - Food Service Large Clear (Brand Name)	20142
197	Gloves - Food Service Medium clear (Brand Name)	20142
198	Gloves Latex Small Disposable (Ansell) Yw or equal	20142
199	Gloves Latex Large Disposable	20142
200	Gloves Latex Large Non Disposable Yw (Ansell) or equal	20142
201	Gloves Latex Medium Non Disposable Yw (Ansell) or equal	20142
202	Gloves Latex Medium Disposable (Ansell) or equal	20142
203	Gloves Latex Small Non Disposable Yellow (Ansell) or equal	20142
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal	20141

205	Gloves Vinyl, Small Powdered	20142
206	Gloves Vinyl, Small Powdered	20142
207	Gloves Vinyl, Small Powdered	20142
208	Gloves Vinyl, Small Powder Free	20142
209	Gloves Vinyl, Medium Powder Free	20142
210	Gloves Vinyl, Large Powder Free	20142
211	Gloves Latex, Small Powder Free	20142
212	Gloves Latex, Small Powder Free	20142
213	Gloves Latex, Small Powder Free	20142
214	Gloves Latex, Small Powdered	20142
215	Gloves Latex, Small Powdered	20142
216	Gloves Latex, Small Powdered	20142
CLASS 850 – TEXTILES, FIBERS, HOUSEHOLD LINENS & PIECE GOODS		Commodity Code (Internal Use Only)
217	Body Towels Standard Size	85088
218	Hand Towels Standard Size	85092
CLASS-665-PLASTICS, RESINS, FIBERGLASS: CONSTRUCTION, FORMING, LAMINATING, AND MODDLING EQUIPMENT, ACCESSORIES, AND SUPPLIES		Commodity Code (Internal Use Only)
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner	66524
220	Trash Liners - Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	66524
221	Trash Liners - Large Trash Can 13 MIC 30 x 37 High Density Can Liners	66524
222	Trash Liners - Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	66524
223	Trash Liners - Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	66524
224	Trash Liners – 55 gallons	66524
CLASS-670-PLUMBING EQUIPMENT, FIXTURES & SUPPLIES		Commodity Code (Internal Use Only)
225	Toilet Brushes (Standard Size) Plastic	67002
226	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal	67002
CLASS-675-PESTICIDES & CHEMICALS: AGRICULTURAL & INDUSTRIAL		Commodity Code (Internal Use Only)
227	Weed Killer (Round Up) or equal	67590
228	Weed Killer 55 Gallon concentrated – Specify Dilution	67590

CLASS – 393-FOOD STAPLES, GROCERY & GROCERIES MISCELLANEOUS ITEMS		Commodity Code (Internal Use Only)
229	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)
230	Sprayer (Trigger/Nozzles Only) red & white	81095
CLASS 505-LAUNDRY AND DRY CLEANING COMPOUNDS DETERGENTS, AND SUPPLIES		Commodity Code (Internal Use Only)
231	Bleach – Disinfectant Cleaner Dry Air – Hospital	50525
232	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal	50525
CLASS-475 HOSPITAL, SURGICAL & MEDICAL RELATED ACCESSORIES AND SUNDRY ITEMS		Commodity Code (Internal Use Only)
233	Bio-Hazard Bag Red 40 X 48 3 mil	47577
234	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: Matilde "Maty" Faz 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: matilde.faz@co.hidalgo.tx.us BY NO LATER THAN, Monday, September 26, 2016 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Wednesday, September 28, 2016 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"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				
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 deltamethrin				
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	Detergent Pot & Pan 2-Ltr Clean On The Go (Spar Clean) or equal				
27	Dish Sanitizer 2-Ltr Sani-T (Spar Clean) or equal				
28	Dishwashing Capsules – US Chemicals 6/8 lb. (failsafe) or equal				
29	Dishwashing Liquid 32 oz. (Dawn) or equal				
30	Dishwashing Liquid 42 oz. (Dawn) or equal				
31	Disinfectant & Deodorizer Cleaner Aerosol				
32	Disinfectant Cleaner Carroll clear pine mop 4/1 gallon (Pine1) or equal				
33	Disinfectant Cleaner Carroll Clear Lemon Mop 4/1 gallon (Lemon1) or equal				
34	Disinfectant Deodorant Spray – Hospital (Tuberculicial Rated)				

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
35	Disinfectant Deodorant Spray Aerosol – Hospital (1 Minute Kill time)				
36	Disinfectant Deodorant Spray Hospital				
37	Disinfectant Foam Cleaner – Hospital				
38	Disinfectant –Cleaning compound for Animal Cage -Consume Eco-Lyzer (Spartan) or equivalent				
39	Disinfectant/Deodorant Spray – Diversely 12/15oz (Endbac I) or equal				
40	Disinfectant/Cleaner 1qt. Non-Acid Bathroom Cleaner				
41	Dispenser - Air Freshener Time Mist				
42	Dispenser –Roll Paper Towel – Lever or Crank (Metal or Plastic)				
43	Dispensers- Liquid Hand Soap (Bulk Soap)				
44	Dispensers- Paper Towels Multi Folds Universal (Metal)				
45	Dispensers – Paper Towels Multi Folds Universal (Plastic)				
46	Dust Cloths (Disposable) Yw				
47	Dust Cloths – Non Disposable				
48	Dust Mop 24"x3 Disposable				
49	Dust Mop 24" X 5 Non Disposable				
50	Dust Mop 24" x 3 Non Disposable				
51	Dust Mop 24" x 5 Disposable				
52	Dust Mop Frames 24 x5				
53	Dust Mop Handles – Swivel Snap On				
54	Dust Mop Treatment (Acrosol)				
55	Dust Mop Treatment TRU Equal				
56	Dust Pan Metal – Lobby or equal				
57	Dust Pan Plastic – Lobby or equal				
58	Enzyme Deodorizers – per gallon Liquid				
59	Feather Duster Extensions 12 ft				
60	Feather Duster Extensions 8ft				
61	Feather Dusters 21 inch Ostrich or Equal				
62	Feather Dusters 26 inch Ostrich or Equal				
63	Floor Cleaner – Diverscy Citrus Stride Neutral 5 gal bx (Stride%) or equal				
64	Floor Cleaner – Diverscy Floral Fragrance Neutral 4/1 gal (FLStride 14) or equal				
65	Floor Finish/Wax – Diverscy 5 Gal (Vectra5) or equal				
66	Floor Finish – 1 gal SunnySide1 (Spartan) or equal				
67	Furniture Polish Aerosol				
68	Glass Cleaner –Liquid Concentrate (Spartan) or equal				

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
69	Glass Cleaner RTU – 32 oz. (Spartan) or equal				
70	Hand Cleaner – Waterless				
71	Hanging Toilet Bowl Blocks				
72	Heavy Duty Laundry Detergent (for Commercial Laundry System)				
73	Janitorial Cart w/Yellow Vinyl Bag –Rubbermaid (6173) or equal				
74	Mop Bucket combo Std Size (Rubbermaid 7580) or equal				
75	Down Press Wringer 35 Qt. Bucket (Wave Brake) or equal				
76	Mop Bucket, 35 Qt. (Wave Brake) w/3" casters or equal				
77	Mop Handles Fiber Glass 54" Jr. Etc. or equal				
78	Mop Handles Wood 54" Junior				
79	Mop Head Cotton – Size 16 oz				
80	Mop Head Cotton - Size 24 oz				
81	Mop Head Cotton – Size 32 oz.				
82	Mop Head Rayon – Size 16 oz.				
83	Mop Head Rayon – Size 24 oz.				
84	Mop Head Rayon – Size 32 oz.				
85	Mosquito Repellent Lotion				
86	Mosquito Repellent Spray				
87	Odor Eliminator – Non Aerosol				
88	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal				
89	Purell Hand Sanitizer Refill-GOJ545604 or equal				
90	Royal griddle Bricks for Cleaning Grills 12/box (GBRICK) or equal				
91	Saddle Bag (SB8.5 Clr 6.5x7) or equal				
92	Scouring Sponges Yellow/Green Standard Size 3M/equal				
93	Scrubbing Cleansers – 21 oz (Comet) or equal				
94	Soap-Liquid Hand Antibacterial per gallon (pearl hand cleaner) or equal				
95	Soap Anti Bacterial – Bar 3.5 oz (1,000per case)				
96	Soap Bar – 75 oz. – (1,000 per case)				

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

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

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

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

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Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
155	Styrofoam Tray Hinges 9x9x3 Three Compartment w/Lid (Pactiv YTD 19903) 150 cs or equal				
156	Styrofoam Hinged Lid container 9 3/6 in. x 6 1/2in. x 2 3/4 in. rectangular white 150/case				
157	Toilet Tissue (12/1000 Jr Jumbo) (Georgia Pacific) or equal				
158	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal				
159	Toilet Tissue (6/Jumbo 2000 ft) (Georgia Pacific) or equal				
160	Utensils Forks – Plastic 2,000 ct (James River Wn F2P) or equal				
161	Utensils Forks – Plastic Dispoz – medium 1,000 cs (WMF) or equal				
162	Utensils Forks –Plastic medium Weight White 1,000 ct (Solo or Equal)				
163	Utensils Forks Clear (1,000 ct)				
164	Utensils Spoons Plastic (Solo) or equal				
165	Utensils Spoons Plastic 1,000 ct (Solo) or equal				
166	Utensils Spoons Plastic Dispoz medium WMS 1,000 ct or equal				
167	Utensils Spoons Plastic medium Weight White (1,000 ct)				
168	Utensils Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)				
169	Vented Lid-Dart (12J12) or equal				
170	Vented Lid – Dart (8J8) or equal				
171	Vented Lid – Dart (20JL) 10/100 case or equal				
172	Wipers Workhorse Rags (Kimberly Clark) or equal				
173	Wipers – (Kimberly Clark) 15x16.5 white (300cs) (K41100) or equal				
174	Body Shampoo – Per Gallon				
175	Deodorant –Hygiene				
176	Lice Killer – Aerosol				
177	Razors – Double Edged				
178	Sanitary Napkins Maxi No 4 Folded (Stayfree, Rochester, etc. or equal)				
179	Sanitary Napkins Panty Liners				
180	Sanitary Napkins Super No 4 Folded (Stayfree, Rochester, etc. or equal)				
181	Sanitary Napkins Thin No 4 Folded (Stayfree, Rochester, etc or equal)				
182	Shaving Cream				
183	Toothbrush Firm – Specify Size				

EXHIBIT "B"
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
	DESCRIPTION OF ITEM(S)	BRAND	QTY	UNIT PRICE	PRICE PER CASE
184	Toothbrush Medium Specify Size				
185	Toothbrush Soft Specify Size				
186	Toothpaste Std Size, Specify Size				
187	Toothpaste Travel Size, Specify Size				
188	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx- (20MUHSTBP) or equal				
189	Buffing Pads 17" White				
190	Buffing Pads 20" White				
191	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
193	Stripping Pads 17" Black				
194	Stripping Pads 20" Black				
195	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
196	Gloves - Food Service Large Clear (Brand Name)				
197	Gloves - Food Service - Medium clear (Brand Name)				
198	Gloves Latex Small Disposable (Ansell)Yw or equal				
199	Gloves Latex Large Disposable				
200	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
201	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
202	Gloves Latex Medium Disposable (Ansell) or equal				
203	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
205	Gloves Vinyl, Small Powdered				
206	Gloves Vinyl, Small Powdered				
207	Gloves Vinyl, Small Powdered				
208	Gloves Vinyl, Small Powder Free				
209	Gloves Vinyl, Medium Powder Free				
210	Gloves Vinyl, Large Powder Free				
211	Gloves Latex, Small Powder Free				
212	Gloves Latex, Small Powder Free				
213	Gloves Latex, Small Powder Free				
214	Gloves Latex, Small Powdered				
215	Gloves Latex, Small Powdered				
216	Gloves Latex, Small Powdered				

EXHIBIT "B"
BID PAGE
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"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

217	Body Towels Standard Size				
218	Hand Towels Standard Size				
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner				
220	Trash Liners – Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal				
221	Trash Liners – Large Trash Can 13 MIC 30 x 37 High Density Can Liners				
222	Trash Liners –Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners				
223	Trash Liners – Tall Trash Can 8 MIC 24 x 33 High Density Can Liners				
224	Trash Liners – 55 gallons				
225	Toilet Brushes (Standard Size) Plastic				
226	Toilet Brushes – Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
227	Weed Killer (Round Up) or equal				
228	Weed Killer 55 Gallon concentrated – Specify Dilution				
229	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
230	Sprayer (Trigger/Nozzles Only) red & white				
231	Bleach – Disinfectant Cleaner Dry Air – Hospital				
232	Bleach – Pure Bright Disinfection 6/cs (6BLCH) or equal				
233	Bio-Hazard Bag Red 40 X 48 3 mil				
234	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
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

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

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

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

INSURERS AFFORDING COVERAGE

INSURED _____

INSURER A: _____

INSURER B: _____

INSURER C: _____

INSURER D: _____

INSURER E: _____

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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	GENERAL LIABILITY				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. POLICY PROJECT <input type="checkbox"/> LOC.				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				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					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-POLICY LIMIT \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an Information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an Information return the amount paid to you, or other amount reportable on an Information return. Examples of Information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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

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

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*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, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

EXHIBIT “B”

BID PAGE

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

Janitorial & Industrial Supplies					
DESCRIPTION OF ITEM(S)		BRAND	QTY	UNIT PRICE	PRICE PER CASE
184	Toothbrush Medium Specify Size				
185	Toothbrush Soft Specify Size				
186	Toothpaste Std Size, Specify Size				
187	Toothpaste Travel Size, Specify Size				
188	Americo 20" Beige Ultra High Speed Burnishing Pads 5/bx- (20MUHSTBP) or equal				
189	Buffing Pads 17" White				
190	Buffing Pads 20" White				
191	Filters Windsor Exhaust for Sensor Xp12 Vacuum Cleaner (5143EF) or equal				
192	Filters Windsor Micro Hygiene for Sensor XP12 Vacuum Cleaner (5301ER) or equal				
193	Stripping Pads 17" Black				
194	Stripping Pads 20" Black				
195	Vacuum Bags Windsor for Sensor XP12 Vacuum Cleaner 10 pk (Johnson & Johnson) or equal				
196	Gloves - Food Service Large Clear (Brand Name)				
197	Gloves - Food Service - Medium clear (Brand Name)				
198	Gloves Latex Small Disposable (Ansell) Yw or equal				
199	Gloves Latex Large Disposable				
200	Gloves Latex Large Non-Disposable Yw (Ansell) or equal				
201	Gloves Latex Medium Non Disposable Yw (Ansell) or equal				
202	Gloves Latex Medium Disposable (Ansell) or equal				
203	Gloves Latex Small Non Disposable Yellow (Ansell) or equal				
204	Gloves Safety (Nitrile) SFZGNPRXL1M or equal				
205	Gloves Vinyl, Small Powdered				
206	Gloves Vinyl, Small Powdered				
207	Gloves Vinyl, Small Powdered				
208	Gloves Vinyl, Small Powder Free				
209	Gloves Vinyl, Medium Powder Free				
210	Gloves Vinyl, Large Powder Free				
211	Gloves Latex, Small Powder Free				
212	Gloves Latex, Small Powder Free				
213	Gloves Latex, Small Powder Free				
214	Gloves Latex, Small Powdered				
215	Gloves Latex, Small Powdered				
216	Gloves Latex, Small Powdered				

EXHIBIT "B"
BID PAGE
RFB № 2016-288-10-05-FAZ
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"

		Brand	Qty	Unit Price	Price
217	Body Towels Standard Size				
218	Hand Towels Standard Size				
219	Trash Liners - 45 Gal X-Large 40x48 16 Mic High Density Can Liner	VPC	250/cs	22.98 22.98	22.98
220	Trash Liners - Pitt Plastics 23x33 12-16 gal Black 1000cs (32 BL) or equal	VPC	1000/cs	24.50 24.50	24.50
221	Trash Liners - Large Trash Can 13 MIC 30 x 37 High Density Can Liners	VPC	500/cs	21.98 21.98	21.98
222	Trash Liners - Large Trash Can 16 MIC 33 Gal 33x40 High Density Can Liners	VPC	250/cs	17.49 17.49	17.49
223	Trash Liners - Tall Trash Can 8 MIC 24 x 33 High Density Can Liners	VPC	1000/cs	20.80 20.80	20.80
224	Trash Liners - 55 gallons 38x58 1.5 mil Black	VPC	100/cs	22.95 22.95	22.95
225	Toilet Brushes (Standard Size) Plastic				
226	Toilet Brushes - Hard Bristle Bowl Brush (0310) (Rubbermaid) or equal				
227	Weed Killer (Round Up) or equal				
228	Weed Killer 55 Gallon concentrated - Specify Dilution				
229	Spartan Sanitize Quart Food Service 12/32 oz (SRTU) or equal				
230	Sprayer (Trigger/Nozzles Only) red & white				
231	Bleach - Disinfectant Cleaner Dry Air - Hospital				
232	Bleach - Pure Bright Disinfection 6/cs (6BLCH) or equal				
233	Bio-Hazard Bag Red 40 X 48 3 mil				
234	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: Unipak Corp

ADDRESS: POB 300027

CITY/STATE/ZIP CODE: Brooklyn, NY 11230

TELEPHONE NUMBER: 718-677-1065

E-MAIL ADDRESS: unipakcorp@aol.com

CELLULAR NUMBERS: 917-582-5413

FAX NUMBER: 718-677-9371

AUTHORIZED SIGNATURE: Brian Marcus

PRINTED NAME: BRIAN MARCUS

TITLE: PRES.

DATE: 9/2/16

EXHIBIT “C”

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

UNIPA-1 OP ID: JG

DATE (MM/DD/YYYY)
11/04/2016

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

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

PRODUCER JFA Ins Brkge & Assoc Inc. 26 31 Francis Lewis Blvd. Bayside, NY 11368 Big Apple Benefits Inc.		CONTACT NAME: Fran Salomon PHONE (A/C, No, Ext): 718-767-4040 E-MAIL ADDRESS: fran@jfainsurance.com FAX (A/C, No): 718-352-7935	
INSURED Unipak Corp 2766 East 63rd St Brooklyn, NY 11234		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	


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

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER	X	LDYA910311	04/26/2016	04/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALLOWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per the blanket additional insured endorsement, County of Hidalgo is listed as Additional Insured.
Subject to the terms and conditions of the policy.

CERTIFICATE HOLDER COUNTY OF HIDALGO 2802 South Hwy 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 11/08/2016

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

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

PRODUCER State Farm 	STEVE BERNSTEIN AGENCY, INC. 1301 CONEY ISLAND AVENUE BROOKLYN, NEW YORK 11230	CONTACT NAME: PHONE (A/C No. Exl): FAX (A/C No.): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25143
INSURED UNIPAK CORP. PO BOX 30027 BROOKLYN, NEW YORK 11230		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	92-B3-U005-3	04/09/2016	04/09/2017	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	DISABILITY BENEFITS		92-CP-8027-3	07/01/2016	07/01/2017	STATUTORY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 LOCATION 2759 STRICKLAND AVENUE BROOKLYN, NEW YORK 11234

CERTIFICATE HOLDER COUNTY OF HIDALGO 2802 S. HIGHWAY 281 EDINBURG, TEXAS 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Rec'd



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 6, 2016
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 in attendance.

2. Pledge of Allegiance

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the courtroom in Prayer.

Judge Garcia announced that members of The University of Texas Rio Grande Valley presented the court with a plaque of the first 55 members to the medical school at UTRGV.

4. Approval of Consent Agenda

The court approved the consent agenda with the exception of Items.12.E., 12.F. and 12.U.

5. County Judge's Office:

A. AI-57561 Approval to rename Aurora Sports Park to A.C. Cuellar, Jr. Sports Park located in Donna

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Judge Garcia informed that Mike Rhodes, developer of the Aurora Sports Park requested the park be named after Commissioner Cuellar as a token of appreciation for his faithful service to precinct 1.

Mike Rhodes thanked the court for approving the naming of the park.

Court proceeded to Item. 16.A.

B. AI-57537 1.) Report from the Rio South Texas Economic Council.

Matt Z. Ruszczak, Executive Director Rio South Texas Economic Council thanked the county for the support since its foundation. He notified that there're focuses outside and inside the region. They are in charge of providing information and data to outsiders looking to invest in the region.

2.) Discussion and approval of the service agreement for Rio South Texas Economic Council pursuant to LGC Sec. 381.004.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

3.) Approval of 2017 Membership Dues for the Rio South Texas Economic Council in the amount of \$17,500.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Court proceeded to Item. 7.A.

6. County Clerk's Office - Arturo Guajardo, Jr.:

2. **AI-57445** A. Approval of final negotiations for RFP No. 2016-291-09-21-YSS "Excess Workers' Compensation Insurance" (as ranked/approved by CC on 11-15-16);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Requesting approval to purchase the insurance coverage and/or services for RFP No. 2016-291-09-21-YSS in the amount of \$200,856.00 as described in the RFP-Premiums & Fee Schedule as submitted by and through Montalvo Insurance Agency.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

Co. Wide

1. **AI-57472** A. Presentation of correspondence from vendor, Pyramid School Products, for Commissioner's Court to permit/approve the withdrawal of the bid submitted for the "Janitorial Supplies, Industrial Chemical & Supplies", as vendor does not wish register with SAMS.ORG as required in HC requirements;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Presentation of bids received for the purpose of award to 4 responsible vendors, Gulf Coast, CC Distributors, Unipack Corp., and All American Poly, submitting the lowest and best bid and meeting specifications and/or requirements for each product with approval of contract documents, for project titled: Hidalgo County "Janitorial Supplies & Industrial Chemicals & Supplies" through RFB No.: 2016-288-10-05-FAZ

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

21. **Open Forum**

1) Opal Billman claimed that her income free community property which included 80 acres of land, was considered of no value and had to be divided by the court. Billman stated that Mr. Billman did not will the property and that the State of Texas should of will the property to his lawful heirs. Additionally, maintaining that she has been under false imprisonment for over 20 years. Billman requested the removal of all buildings located in her community property.

2) Yadira Gonzalez thanked Commissioner Cuellar for all the work done in the precinct. She acknowledged the support provided by the commissioner, and requested a meeting with Ray Salazar regarding the public lighting program.

3) Fern McClaugherty spoke regarding the health care district and stated to the court that people don't want to pay additional taxes for any purpose. McClaugherty suggested that the county wouldn't place the construction of the new courthouse on a ballot because it wouldn't pass. Additionally, stating that the county approved decreasing the contribution to the health care indigent and did not decrease the tax.

4) Leslie Gower settled concerns over the election integrity in the county. Gower, related issues going on in Wisconsin and Pennsylvania to issues in the Valley. She affirmed that paper ballots are more reliable when it comes to counting votes. Gower requested the court to reconsider purchasing machines and instead have paper ballots.

22. **Closed Session:**

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

- A. Real Estate Acquisition

No action taken on this item.

- B. Pending and/or potential litigation

No action taken on this item.