



**JEFFERSON COUNTY PURCHASING DIVISION**  
*Deb Clark, Interim Purchasing Agent*

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1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

October 6, 2008

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 08-096/, Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8595.

Bids are to be addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Catalog Pricing for Janitorial  
Supplies for Jefferson County  
**BID NO:** 08-096/JN  
**DUE DATE/TIME:** 11:00 a.m., Monday, October 27, 2008  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Division  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Joe Newkirk, Contract Specialist, at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deb Clark  
Interim Purchasing Agent  
Jefferson County, Texas  
Publish: Beaumont Enterprise – October 8 & 15, 2008  
Port Arthur News – October 8 & 15, 2008

**IFB 08-096/JN**  
**CATALOG PRICING FOR JANITORIAL SUPPLIES FOR**  
**JEFFERSON COUNTY**

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# 1. BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**  
This page is the Table of Contents
- 3. **Offer and Acceptance Form**  
This page is the Table of Contents
- 4. **General Requirements**  
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**  
Provides information you must know in order to make an offer properly.
- 6. **Specifications**  
Contains the detailed description of the product/service sought by the County.
- 7. **Pricing/Delivery Information**  
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
  - a. **Bid Guaranty & Performance Bond Information & Requirements**  
Applies only to certain bids/proposals. Read carefully and fill out completely.
  - b. **Bid Check Return Authorization Form**  
Applies only to certain forms. Read carefully and fill out completely.
  - c. **Vehicle Delivery Instructions**  
Included only when purchasing vehicles.
  - d. **Minimum Insurance Requirements**  
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
  - e. **Workers' Compensation Insurance Coverage Rule 110.110**  
Applicable for a building or construction contract.
  - f. **Financial Statement**  
When this information is required, you must use this form.
  - g. **Reference Sheet**
  - h. **Other**  
From time to time other attachments may be included.

## 2. INSTRUCTIONS TO BIDDERS

### Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Division  
1149 Pearl Street, First Floor  
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number**, due date, and the bidder's name and address.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

### Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

### Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

### Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

### Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jeffer-

son County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

### **Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

### **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

### **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

### **Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the

specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

### **Delivery**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.**

### **Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

### **Currency**

Prices calculated by the bidder shall be stated in U.S. dollars.

### **Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

### **Notice to Proceed/Purchase Order**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

### **Certification**

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

### **Definitions**

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

### **Minority-Women Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

# 3A. OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

_____	For clarification of this offer, contact:
Company Name	
_____	_____
Address	Name
_____	_____
City                      State                      Zip	Phone                                      Fax
_____	_____
Signature of Person Authorized to Sign	E-mail
_____	
Printed Name	
_____	
Title	

### **3B. ACCEPTANCE OF OFFER:**

The Offer is hereby accepted for the following items: Term Contract for Catalog Discount Bid for Janitorial Supplies for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 08-096/JN. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Ronald L. Walker  
County Judge

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Date

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Carolyn L. Guidry  
County Clerk



## **4. GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### **Bidding**

#### **Bids**

All bids must be submitted on the bid form furnished in this package.

#### **Authorized Signatures**

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

#### **Late Bids**

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

#### **Withdrawal of Bids Prior to Bid Opening**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

#### **Withdrawal of Bids After Bid Opening**

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

#### **Bid Amounts**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

#### **Exceptions and/or Substitutions**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accom-

pany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

### **Alternates**

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

### **Descriptions**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

### **Bid Alterations**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

### **Tax Exempt Status**

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

### **Quantities**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

### **Bid Award**

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

### **Silence of Specifications for Complete Units**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor

may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

### **Addenda**

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

### **General Bid Bond/Surety Requirements**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

### **General Insurance Requirements**

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

### **Responsiveness**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

### **Responsible Standing of Bidder**

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

### **Proprietary Data**

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

### **Public Bid Opening**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

## **Performance**

### **Design, Strength, and Quality**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

### **Age and Manufacture**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

### **Delivery Location**

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

### **Delivery Schedule**

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

### **Delivery Charges**

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

### **Installation Charges**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

### **Operating Instructions and Training**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

### **Storage**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

### **Compliance with Federal, State, County, and Local Laws**

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The con-

tractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

### **OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

### **Patents and Copyrights**

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

### **Samples, Demonstrations and Testing**

At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

### **Acceptability**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

## **Purchase Orders and Payment**

### **Purchase Orders**

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

### **Invoices**

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded

to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

### **Funding**

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

## **Contract**

### **Contract Definition**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

### **Contract Agreement**

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. **Contract shall commence on date of award and continue with an option for up to a four (4) year period.**

### **Change Order**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

### **Price Re-determination**

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

### **Termination for Default**

Jefferson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Jefferson County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes

the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

### **Invalid, Illegal, or Unenforceable Provisions**

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **Injuries or Damages Resulting from Negligence**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its 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 vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

### **Interest by Public Officials**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

### **Warranty**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

### **Uniform Commercial Code**

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

### **Venue**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

### **Sale, Assignment, or Transfer of Contract**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

### **Silence of Specifications**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## 5. SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

### **Bid Requirement**

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Job Number, Job Description**, and marked "SEALED BID". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

### **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

### **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

### **Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

### **Minimum Insurance Requirements**

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.



The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor, which entitles Jefferson County to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Jefferson County.

The Contractor must provide a certificate of coverage to Jefferson County prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with Jefferson County showing that coverage has been extended.

The County reserves the right to require additional insurance should it deem necessary.

Workers' Compensation (with Waiver of subrogation to Jefferson County) Employer's Liability, including all states, and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. Jefferson County shall be named as "additional insured" on workers' compensation policy.

Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Jefferson County shall be named as "additional insured" on commercial general liability policy.

Automobile Liability Coverage: \$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Jefferson County shall be named as "additional insured" on automobile policy.

## 6. MINIMUM SPECIFICATIONS

The following requirements and specifications supercede General Requirements where applicable. Contact Tamara Inboden, Senior Buyer (E-mail [tamarai@co.jefferson.tx.us](mailto:tamarai@co.jefferson.tx.us), Phone: 409-835-8593; regarding any questions or comments. Please reference bid number 08-096/JN.

### Scope

Jefferson County is asking for sealed bids for a catalog discount on the purchase or janitorial supplies for a year with an option to renew for four (4) additional years. All bids must be submitted on the Bid Sheets provided. **DO NOT BIND OR STAPLE BID PACKET.**

It is likely that **multiple awards** will be made with this bid.

Specifications are for unknown quantities of items to be purchased on an “as needed” basis.

**Two (2) current catalogs shall be included with this bid. Upon award of contract you will be asked to supply two (2) catalogs to Jefferson County departments.**

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the county. No charge packing list marked with the applicable purchase order number shall be enclosed with each “no charge” shipment.

### Description of Items

Any catalog or manufacturer’s reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified. A list of items previously purchased by Jefferson County is listed on pages 21–29.

### Substitution of Equipment

Following the contract award, alterations in product manufacturing fabrication or delivery of substitute commodities (models) require prior written approval of the county.

### No Guarantee Annual Volume

This is an “open catalog” bid for purchase as funds become available, however, there is no commitment to purchase any given number of products.

### Catalog Requirements

Bidder must provide free of charge to the county and county departments two (2) bound catalogs or bound price lists for use in product selection within twenty (20) days after bid is awarded. These bound documents must be clearly labeled on front cover with the name of said bid and beginning and ending contract dates.

**Delivery**

The County desires to purchase its janitorial products from established merchants **who have goods in stock**, and are prepared to **make delivery within 48 hours**. All delivery and freight charges (F.O.B. Jefferson County various locations listed below) are to be included in bid price. Bidder bears freight charges.

Maintenance Department – Courthouse  
 1149 Pearl – Basement  
 Beaumont, Texas 77701  
 Contact: Roy Dean Willman, 835-8511

Road & Bridge Precinct #4  
 7780 Boyt Road  
 Beaumont, Texas 77713  
 Contact: Kenneth Minkins, 794-2444

Maintenance Department – Subcourthouse  
 525 Lakeshore Drive  
 Port Arthur, Texas 77640  
 Contact: Mark Bernard

Crime Laboratory  
 5030 Hwy. 69 South, Suite 500  
 Beaumont, Texas 77705  
 Contact: Linda Johnson, 726-2577

Correctional Facility  
 5030 Hwy. 69 South  
 Beaumont, Texas 77705  
 Contact: Frank Adams, 726-2500

Southeast Texas Regional Airport  
 4875 Parker Drive  
 Beaumont, Texas 77705  
 Contact: Chris Clary, 722-0251

Road & Bridge Precinct #1  
 2205 Hwy. 90  
 China, Texas 77613  
 Contact: Robbie Griffin 752-2891

Juvenile Probation  
 5326 Hwy. 69 South  
 Beaumont, Texas 77705  
 Contact: Kathy Welch, 722-7474

Road & Bridge Precinct #2  
 7759 Viterbo Road  
 Beaumont, Texas 77705  
 Contact: Ronnie Richard, 727-2173

Mid-County Office Building  
 7933 Viterbo Road  
 Beaumont, Texas 77705  
 Contact: Ronnie Richard, 727-2173

Road & Bridge Precinct #3  
 5700 Jade Avenue  
 Port Arthur, Texas 77640  
 Contact: Bill Moore, 983-8306

Mosquito Control District  
 8905 First Street  
 Beaumont, Texas 77705  
 Contact: Lee Chastant, 722-535

**ITEMS PURCHASED BY JEFFERSON COUNTY 2004-2005**

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

<b>Cat.</b>	<b>No.</b>	<b>Description</b>	<b>Mfg. &amp; Part No.</b>	<b>Unit</b>
I.	1	20 in. Black Stripping Pad – 5/case	3M	Case
I.	2	20 in. Red Buffing Pad – 5/case	3M	Case
I.	3	20 in. White Polishing Pad – 5/case	3M	Case
I.	4	Natural Hog Hair Fiber Pads	3M	Case
I.	5	12 oz. Cotton Screw-on Mop Head – 12/case	Sanco 833-100	Case

<b>Cat.</b>	<b>No.</b>	<b>Description</b>	<b>Mfg. &amp; Part No.</b>	<b>Unit</b>
I.	6	24 oz. Clamp-on Mop Head – 12/case	152.0030	Case
I.	7	24 oz. Cotton Screw-on Mop Head – 12/case	LMCO 33324	Case
I.	8	32 oz. Cotton Screw-on Mop Head – 12/case	Sanco 833-500	Case
I.	9	32 oz. Rayon Screw-on Mop Head – 12/case	Sanco 834-500	Case
I.	10	54 in. Screw-on Mop Handle	LMCO LF154	Each
I.	11	60 in. Screw-on Mop Handle	ABCO 01210	Each
I.	12	House Broom #24	Sanco 881-500	Each
I.	13	Warehouse Broom #36	Sanco 881-400	Each
I.	14	Rubbermaid 44 qt. Mop Bucket w/ 3 in. casters & wringer – yellow	2496144	Each
I.	15	Toilet Bowl Mop	UNS 160	Each
I.	16	22 oz. Bottle for Trigger Sprayer	UNS 24	Each
I.	17	Trigger Sprayer	UNS 59108	Each
I.	18	5 in. x 36 in. Dust Mop Heads	1190063	Each
I.	19	Steel Wool Soap Impregnated Pads – 15/pack, 12 pack/case	Brillo 240000	Case
II.	20a	24 x 23 – High Density – 6 micron Plastic Liners – 1000/case	Corporate Express AD242406R	Case
II.	20b	Recycled 24 x 23 – High Density – 6 micron Plastic Liners – 1000/case	Republic 242406	Case
II.	21a	24 x 33 – High Density – 8 micron Brown Medium Plastic Liners – 1000/case	Corporate Express H0243308R	Case
II.	21b	Recycled 24 x 33 – High Density – 8 micron Brown Medium Plastic Liners – 1000/case	Republic 243308	Case
II.	22a	30 x 36 – High Density – 10 micron Plastic Liners – 500/case	Corporate Express HD303713R	Case
II.	22b	Recycled 30 x 36 – High Density – 10 micron Plastic Liners – 500/case	Republic 303710	Case
II.	23a	30 x 36 – High Density – 14 micron Plastic Liners – 250/case	Corporate Express HD303716R	Case
II.	23b	Recycled 30 x 36 – High Density – 14 micron Plastic Liners – 500/case	Republic 303714	Case
II.	24a	36 x 58 .75 mil White Extra Heavy Plastic Liners – 100/case	Republic SX58W	Case
II.	24b	Recycled 36 x 58 .75 mil White Extra Heavy Plastic Liners – 100/case	Republic SX58W	Case
II.	25a	40 x 46 .75 mil White Extra Heavy Plastic Liners – 100/case	LSF4046XW 1651220	Case
II.	25b	Recycled 40 x 46 .75 mil White Extra Heavy Plastic Liners – 100/case	LSF4046XW 1651220	Case

<b>Cat.</b>	<b>No.</b>	<b>Description</b>	<b>Mfg. &amp; Part No.</b>	<b>Unit</b>
II.	26a	38 x 63 1.35 mil Clear Plastic Liners – 100/roll	All American Poly	Roll
II.	26b	Recycled 38 x 63 1.35 mil Clear Plastic Liners – 100/roll	All American Poly	Roll
II.	27a	38 x 63 4 mil. Clear Plastic Liners – made with blended Hexene Resin – 50/roll	Tyco 1660180	Roll
II.	27b	Recycled 38 x 63 4 mil. Clear Plastic Liners – made w/ blended Hexene Resin – 50/roll	Tyco 1660180	Roll
II.	28	28-1/8 qt. Waste Basket – Polyethylene – 14-3/8 W x 10-1/4 D x 15 H Rectangular	Continental 751-200	Each
II.	29	41 qt. Waste Basket – Polyethylene – 15-1/2 W x 11 D x 20 H – Rectangular	Continental 751-800	Each
II.	30	32 gal. Rubbermaid Brute Trash Cans, gray	Continental 753-1100	Each
II.	31	32 gal. Rubbermaid Brute Trash Can Lids	Continental 752-600	Each
III.	32	#4-147 Maxi Pad, Feminine Napkins, Flat, 250/case – size: 8.5 x 2.75 x 5 in.	Gards Maxi-thin #250IM	Case
III.	33	Playtex, Regular Tampon, 500/case – size: 4.75 in. x .5 in.	Hospico 539-100	Case
III.	34	6 oz. Aerosol Insecticide Stay-Off – 12/case	Quest Bug Ban 040-330	Case
III.	35	Lice Killer, 13 oz. (for use on humans)	Claire #M080	Case
III.	36	Celucap Caps, paper green disposable, 100/case	Cypress "Bouffant" #CD809	Case
IV.	37a	Powder Free Vinyl Examination Gloves, 10/box/case, 100/box, 1000/case: Small	Americare 657-4100	Case
IV.	37b	Powder Free Vinyl Examination Gloves, 10/box/case, 100/box, 1000/case: Medium	Americare 657-4000	Case
IV.	37c	Powder Free Vinyl Examination Gloves, 10/box/case, 100/box, 1000/case: Large	Americare 657-3900	Case
IV.	37d	Powder Free Vinyl Examination Gloves, 10/box/case, 100/box, 1000/case: X-Large	Americare 657-4200	Case
IV.	38a	Vinyl Examination Gloves, 10 box/ case, 100/box, 1000/case: Small	Primesource 7500 8920	Case
IV.	38b	Vinyl Examination Gloves, 10 box/ case, 100/box, 1000/case: Med.	Primesource 7500 8930	Case
IV.	38c	Vinyl Examination Gloves, 10 box/ case, 100/box, 1000/case: Large	Primesource 7500 8940	Case
IV.	38d	Vinyl Examination Gloves, 10 box/ case, 100/box, 1000/case: X-Lrg.	Primesource 7500 8950	Case
IV.	39a	Powder Free Latex Gloves, 10 box/ case, 100/box, 1000/case: Small	Americare 657-3300	Case
IV.	39b	Powder Free Latex Gloves, 10 box/ case, 100/box, 1000/case: Med.	Americare 657-3200	Case

<b>Cat.</b>	<b>No.</b>	<b>Description</b>	<b>Mfg. &amp; Part No.</b>	<b>Unit</b>
IV.	39c	Powder Free Latex Gloves, 10 box/ case, 100/box, 1000/case: Large	Americare 657-3100	Case
IV.	39d	Powder Free Latex Gloves, 10 box/ case, 100/box, 1000/case: X-Lrg.	Americare 657-3400	Case
IV.	40a	Latex Gloves, 10 box/case, 100/box, 1000/case: Small	Americare 657-4500	Case
IV.	40b	Latex Gloves, 10 box/case, 100/box, 1000/case: Medium	Americare 657-4400	Case
IV.	40c	Latex Gloves, 10 box/case, 100/box, 1000/case: Large	Americare 657-4300	Case
IV.	40d	Latex Gloves, 10 box/case, 100/box, 1000/case: X-Large	Americare 657-4600	Case
V.	41	10 in. Compartmented Paper Plates – 500/case	Dart	Case
V.	42	6 oz. Styrofoam Cups, 1000/case	Dart 110-1100	Case
V.	43	8 oz. Styrofoam Cups, 1000/case	Dart 110-1300	Case
V.	44	6 oz. Non-coated Hot Cups w/ handle – 1000/case	Primesource	Case
V.	45	SEL8SS Soup Spoon, Heavy Duty – 1000/case	Primesource 0710057	Case
V.	46	6 in. Dessert (pie) Paper Plates – 1000/case	Fonda 1030 0067	Case
V.	47	P-16 Party Cups – 16 oz. Translucent – 500/case	Dart 0390618	Case
VI.	48a	125 Ft. Howard Toilet Tissue, 2-ply, 300 sheets, 96 rolls/case, sheet size 4.5 in. x 4.5 in. – 28,800 sheets/case	National 832	Case
VI.	48b	Recycled Toilet Tissue, 2-ply, 300 sheets, 96 rolls/case, sheet size 4.5 in. x 4.5 in. – 28,800 sheets/case	National 832	Case
VI.	49a	198 Ft. Howard Toilet Tissue, 2-ply, 500 sheets, 96 rolls/case, sheet size 4.5 in. x 4.5 in. – 28,800 sheets/case	Metro 0970017	Case
VI.	49b	Recycled Toilet Tissue, 2-ply, 500 sheets, 96 rolls/case, sheet size 4.5 in. x 4.5 in. – 28,800 sheets/case	Metro 0970017	Case
VI.	50	Baywest 2-ply Bathroom Tissue, 3.875 in. x 4 in. – 616 sheets/roll, 48 rolls/case	GEP 14045	Case
VI.	51	True Fold Metal Front Cabinet – 11-5/8 in x 5 in. x 14½ in. h. – SAN T1905WH (white)	Continental	Each
VI.	52a	202 Ft. Howard Multi-Fold Towel, 9.25 in. x 9.5 in. – white – 4000/case	National 509-100	Case

<b>Cat.</b>	<b>No.</b>	<b>Description</b>	<b>Mfg. &amp; Part No.</b>	<b>Unit</b>
VI.	52b	Recycled Multi-Fold Towel, 9.25 in. x 9.5 in. – white – 4000/case	National 509-100	Case
VI.	53a	235 Ft. Howard Single-Fold Towel, 9.5 in. x 10-5/8 in. – natural – 4000/case	National 500-100	Case
VI.	53b	Recycled Single-Fold Towel, 9.5 in. x 10-5/8 in. – natural – 4000/case	National 500-100	Case
VI.	54a	289 Ft. Howard Roll Towel, 9 in. white, core size 1.5 in., 4800 LF/case, 400 LF/roll	KCC 2068	Case
VI.	54b	Recycled Roll Towel, 9 in. white, core size 1.5 in., 4800 LF/case, 400 LF/roll	KCC 2068	Case
VI.	55a	233 Ft. Howard Multi-Fold Towel, 9.25 in. x 9.5 in., natural, 4000/case	National 509-200	Case
VI.	55b	Recycled Multi-Fold Towel, 9.25 in. x 9.5 in., natural, 4000/case	National 509-200	Case
VI.	56a	262 Ft. Howard Roll Towel – 7-7/8 in. – natural, 7500 LF/case, core size 1½"	SCA 1010085	Case
VI.	56b	Recycled Roll Towel – 7-7/8 in. – natural, 7500 LF/case, core size 1½"	SCA 1010085	Case
VI.	57	Baywest Natural Roll Towel – 800 ft./ roll – 6 rolls/case	SCA RK800	Case
VI.	58a	292-15 Ft. Howard Wipe Away, White, 13 in. x 13 in., 800/case	KCC 5812	Case
VI.	58b	Recycled Wipe Away, White, 13 in. x 13 in., 800/case	KCC 5812	Case
VI.	59a	Wypall L20 Kimtowels wipers, tan, 12.5 in. x 14.4 in., #47011, 12 pack/case	Kimberly Clark 47011	Case
VI.	59b	Wypall L20 Kimtowels dispenser, #09107	KCC 73900	Each
VI.	59c	Wypall L40 wipers, pop-up box, #03046	KCC 3046	Case
VI.	60	Scott Towels kitchen roll towel, white, 11 in. x 9.375 in., 30 rolls/case	SCA 1010012 HB1990	Case
VI.	61a	James River Napkins, 13 in. x 13 in. – 600/case	KCC 98750	Case
VI.	62b	Recycled Napkins, 13 in. x 13 in. – 600/case	KCC 98750	Case
VI.	63	Toilet Seat Covers, 5000/case	Hospico 553-100	Case
VI.	64a	#640-12-12-01 Center Pull Std 2-ply Hand Towels – 6 rolls/case	National 503-100	Case
VI.	64b	Recycled Center Pull Std 2-ply Hand Towels – 6 rolls/case	National 533-100	Case
VI.	65a	Kimberly Clark #34865 Teri Reinforced Wipers	KCC 34865	Case
VI.	65b	Recycled Teri Reinforced Wipers	KCC 34790	Case

<b>Cat.</b>	<b>No.</b>	<b>Description</b>	<b>Mfg. &amp; Part No.</b>	<b>Unit</b>
VII.	66	32 oz. Top Job Cleaner, 12/case	RMC 10243015	Case
VII.	67	21 oz. Powdered Chlorinated Cleanser, 24/case	Primesource	Case
VII.	68	Sana Bowl Deodorant Cake, 144/case	Hospico 659-1100	Case
VII.	69	96 oz. Clorox Bleach – 6%, 4/case	Purebright 2406 5041	Case
VII.	70	32 oz. Bo-Peep Ammonia, 12/case	Daybright 60008	Case
VII.	71	20 oz. Sani-Flush Bowl Cleaner, 12/case	RMC 11771415	Case
VII.	72	19 oz. Aerosol Lysol Disinfectant Spray, 12/case	Lysol 04650	Case
VII.	73	19 oz. Aerosol Disinfectant Spray, 12/case	Chase 203-300	Case
VII.	74	1 gal. Concentrated Lysol Disinfectant	Lysol REC-76185	Case
VII.	75	1 gal. Concentrated Disinfectant	RMC 10691027	Case
VII.	76	32 oz. Joy Detergent, 12/case	Aqua Clean	Case
VII.	77	Automatic Dishwasher Detergent, 50 lb. Box	D-13 Automatic Dishmachine	Box
VII.	78	42 oz. Liquid Dishwasher Detergent	Dawn, Joy 2010455	Case
VII.	79	4 oz. Pumice Soap, 48/case	ICS T12673	Case
VII.	80	2.5 oz. – 3 oz. bar bath soap – unwrapped, 200/case	Dial DIA-00098	Case
VII.	81	0.5 oz. Ivory Soap, 1000/case	3490055	Case
VII.	82	18 oz. Aerosol Spray Lemon Pledge Furniture Polish, 12/case		Case
VII.	83	18 oz. Aerosol Spray Furniture Polish – 12/case	Quality 07209	Case
VII.	84	18 oz. Aerosol Spray All-Purpose Touch-up, 12/case	Carroll 122	Case
VII.	85	16 oz. Stainless Steel and Metal Polish, 12/case	Easy-off 76461	Case
VII.	86	20 oz. Aerosol Spray Air Freshener, 12/case	RMC 11766289	Case
VII.	87	Low Suds Detergent, 100 lb. Drum	Sanco 303-400	Drum
VII.	88	Dry Bleach 5%, 100 lb. Drum	Sanco 303-900	Drum
VII.	89	15 oz. WD-40 Aerosol Spray Lubricant, 12/case	RMC 11766989	Case
VII.	90	1 gal. Windex Glass Cleaner	Windex 90136	Gallon
VII.	91	1 gal. Glass Cleaner	Sanco 1510	Gallon
VII.	92	1 gal. Thrifty Pine Disinfectant, 4 gal./ case	Pine Plus	Case
VII.	93	19 oz. Germicidal Cleaners, Aerosol Spray, 12/case	Chase 203-400	Case



<b>Cat.</b>	<b>No.</b>	<b>Description</b>	<b>Mfg. &amp; Part No.</b>	<b>Unit</b>
VII.	94	Concentrated Disinfectant Cleaner, 5 gal. – dilution: ½ oz. per gallon.	Spartan DMQ 10624	Gallon
VII.	95	Consume Eco-Lyzer neutral disinfectant cleaner – 4 gal/case	Carroll 126	Gallon
VII.	96	Unbelievable food, protein, & beverage stain & odor remover 12 oz. – 12/case	RMC 11767915	Case
VII.	97	Spartan Carpet Care/Bio Assist stain & odor remover for carpet	Spartan Cx3 BioAssist 31104	Case
VII.	98	1 gal. Drain Line Maintainer, 4 gal./ case	Spartan Consume #30974	Case
VII.	99	32 oz. Powdered Absorbent Cleanup, 6/case	Fresh FRS-6-14-SS	Case
VII.	100	800 ml. Antimicrobial Hand Soap, 12/case	Kutol 501-1400	Case
VII.	101	1 gal. All Purpose Strip & Clean, 6/case	RMC 12021427	Case
VII.	102	8 oz. Hand Sanitizer, 12/case	Go-Jo 9651-24	Case
VII.	103	32 oz. Non-Acid Bowl Cleaner, 12/case	RMC 91771415	Case
VII.	104	Mild Lotion Hand Soap – 4 gal./case - #362-2593	GOJ 975504	Case
VII.	105	Gojo Pink & Klean Skin Cleanser 800 ml soap/case – Stock #9128, Item #999-010347	Gojo #9128 2050130	Case
VII.	106	Lava Hand Bar Soap	Lava 505-1900	Box
VII.	107a	Floor Stripper, 5 gal. drum Buckeye Revelations	RMC 11808345	Drum
VII.	107b	Floor Stripper, 5 gal. drum Sanco Ultra Strip		Drum
VII.	107c	Floor Stripper, 5 gal. drum Johnson Bravo 1500	Johnson 1961053	Drum
VII.	107d	Floor Stripper, 5 gal. drum Spartan NAD-75	00755	Drum
VII.	107e	Floor Stripper, 5 gal. drum Butcher Time Buster		Drum
VII.	108a	Floor Sealer, 5 gal. drum Buckeye 1 <sup>st</sup> Down	Buckeye 332-500	Drum
VII.	108b	Floor Sealer, 5 gal. drum Sanco Thermo Seal 25		Drum
VII.	108c	Floor Sealer, 5 gal. drum Johnson Plaza Sealer/Finisher	Johnson, Plaza	Drum
VII.	108d	Floor Sealer, 5 gal. drum Spartan Sunnyside Sealer/Finisher	40453	Drum
VII.	108e	Floor Sealer, 5 gal. drum Butcher Iron Stone		Drum
VII.	109a	Floor Wax, min 21% solids, 5 gal. drum - Buckeye Castleguard	Buckeye 333-400	Drum

<b>Cat.</b>	<b>No.</b>	<b>Description</b>	<b>Mfg. &amp; Part No.</b>	<b>Unit</b>
VII.	109b	Floor Wax, min 21% solids, 5 gal. drum - Buckeye Citation Sealer/Finish	Buckeye 332-300	Drum
VII.	109c	Floor Wax, min 21% solids, 5 gal. drum - Buckeye Cirene – Porous Flooring Sealer/Finish	Buckeye 332-900	Drum
VII.	109d	Floor Wax, min 21% solids, 5 gal. drum - Sanco Infinity		Drum
VII.	109e	Floor Wax, min 21% solids, 5 gal. drum - Johnson Plaza Sealer/Finisher	Johnson Vector 1951085	Drum
VII.	109f	Floor Wax, min 21% solids, 5 gal. drum - Spartan Sunnyside Sealer/Finisher	40455	Drum
VII.	109g	Floor Wax, min 21% solids, 5 gal. drum - Butcher Above		Drum
VIII.	110	Timemist Classic aerosol dispenser or equal – chemical resistant plastic cabinet automatically activates metered refill every 15 minutes, 24 hours a day, for 30 days – battery operated	Timemist 808-200	Each
VIII.	111	Timemist Classic aerosol refill	Timemist 201-FR#	Each
VIII.	112	Timemist Classic aerosol dispenser – installation & service	AAA Install	Each
VIII.	113	7 oz. Metered Air Freshener, 12/case – list fragrance offered	Airguard 201-FR#	Case

**Dated Purchase Orders**

The bidder shall be required to honor all purchase orders dated prior to the contract expiration date if received by the bidder within fifteen (15) days following the date of expiration.

Questions concerning the terms and conditions will be directed in writing to the County’s purchasing department for receipt no later than 10 calendar days prior to the “bid opening” date. Inquiries must reference the date of “bid opening.” Having carefully examined the Specific Terms and Conditions, Specifications and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Please answer the following in order to provide a profile of the vendor's capabilities to provide and deliver bid items.

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

2. List offices closest to Beaumont.  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

3. How long has your company done business in Southeast Texas under its existing name? \_\_\_\_\_ years

4. If the company does not have a local office in Southeast Texas, how does the bidder propose to meet the county's needs?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Does the bidder have personnel who can visit the county when information may be needed or problems resolved? Yes  No

6. Can the bidder provide two (2) catalogs or price list to each department? Yes  No

If not, what can be provided?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Do you have a fax machine for electronic communication purposes with your customers? Yes  No
8. Do you accept purchase orders via fax? Yes  No
9. Do you have a toll-free telephone number for use by your customers? Yes  No
10. Are there any limitations in your ability to receive and deliver purchases to the county and departments within 48 hours? Yes  No

If yes, please explain:

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**BID FORM**  
**IFB 08-096/JN**  
**CATALOG DISCOUNT BID FOR JANITORIAL SUPPLIES FOR**  
**JEFFERSON COUNTY**

**CATALOG DISCOUNT:** Flat rate of discount you will allow from your current catalog with the below noted exceptions:

\_\_\_\_\_ %

Comments: \_\_\_\_\_

**PRICE LIST DISCOUNTS:** Flat rate of discount you will allow from your price list with the below noted exceptions:

\_\_\_\_\_ %

Comments: \_\_\_\_\_

**SHELF PRICE DISCOUNTS:** Flat rate of discount you will allow from your shelf price with the below noted exceptions:

\_\_\_\_\_ %

Comments: \_\_\_\_\_

**EXCEPTIONS TO THE ABOVE QUOTED BID PROPOSAL OR DISCOUNTS**

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

I understand that the bid proposal submitted incorporates all of the requirements contained in the Bid Packet and our company is in a position to comply with same.

Company: \_\_\_\_\_

Sales Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Employee Identification Number: \_\_\_\_\_

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

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

## 8. VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

## 9. SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes π** **No π**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	