

# MEMORANDUM

**To:** Eduardo Olivarez, Chief Administrator  
Hidalgo County Health and Human Services

via fax: 383-3229

**From:** Elena Gomez, Buyer  
Hidalgo County Purchasing Dept.

**Date:** September 08, 2008

**Re:** Bid No. 2008-351-00-00-MEG-Approval of Specifications for **“MOSQUITO CONTROL CHEMICALS”-HIDALGO COUNTY HEALTH AND HUMAN SERVICES**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 8-1100-441-00-340-001-0-609

 \_\_\_\_\_ Eduardo Olivarez 9-23-08  
AUTHORIZED SIGNATURE                      PRINTED NAME                      DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eleng.gomez@co.hidalgo.tx.us by no later than WEDNESDAY, SEPTEMBER 10, 2008 at 12:00p.m.**

Enclosures

# EXHIBIT "A"

## HIDALGO COUNTY HEALTH AND HUMAN SERVICES

### "Mosquito Control Chemicals"

Bid No. 2008-351-12-17-MEG

### BID SPECIFICATIONS:

1. **Scope:** Vendor shall provide "Mosquito Control Chemicals" as herein specified for Hidalgo County. The contract term is for a period of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.
2. All purchases of "Mosquito Control Chemicals" will be on an "**as needed basis.**" There is no guarantee volume. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
3. **Description of items:** The brand name references are for description only, and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form**.

Item #	Description:
1.	<p><b><u>Permanone or equivalent</u></b>, ready to use insecticide to contain:</p> <ul style="list-style-type: none"> <li>-Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dim ethyl cyclopropanecarboxylate, Cis/trans ration: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98%</li> <li>-Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48%</li> <li>-Contains petroleum distillates</li> <li>-Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide.</li> <li>-Must be ready to use formulation for ULV application.</li> </ul>
2.	<p><b><u>Summit B.t.i. Briquets or equivalent</u></b> to contain:</p> <ul style="list-style-type: none"> <li>-Active Ingredient: Bacillus thuringiensis subspecies isralensis solids, spores and insecticidal toxins.....10.31%</li> <li>-Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69%</li> <li>-Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae.</li> <li>-Biological control of mosquitos &amp; psychodid flies.</li> </ul>

4. **Material Safety Data Sheet (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.
5. **Delivery Charges:** All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County Health Department, 1304 South 25<sup>th</sup> Street, Edinburg, Texas 78539 or to the address(es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or

typewritten.

6. **Bid Prices:** Bid price shall be per unit, packed with unbroken seals that are sealed by the manufacturer.
7. **Bid Award:** Bid will be awarded to the lowest, responsive, responsible bidder meeting all specifications based upon individual line items, sections or total bid. One or more bidder(s) may be designated as approved vendor(s) for purchases of "Mosquito Control Chemicals" for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the County's best interest to do so. The County of Hidalgo reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
8. **Purchase Orders:** Purchase order(s) shall be generated by the Hidalgo 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 orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department. Purchase orders for "Mosquito Control Chemicals" will be released to the successful bidder(s) on **an as-needed basis**. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**  
Hidalgo County reserves the right to purchase specified mosquito control chemicals whenever necessary through the Texas Building and Procurement Commission (TBPC) term contract if available.
9. **Contract Term:** Bid prices shall remain firm for a period of one year, from the award date with the County's option to extend for an additional sixty (60) day Grace Period.
10. **Insurance Requirements:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".
11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
12. **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). Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 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.
- 5). 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 requesting that any and all questions, inquiries, and clarifications regarding this bid to be addressed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [Elena.gomez@co.hidalgo.tx.us](mailto:Elena.gomez@co.hidalgo.tx.us) by NO LATER THAN, month, date, 2008, 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later than, **5:00 P.M., month, date, 2008.**

**REQUIREMENTS AGREEMENT**  
**C-08-351-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective as of \_\_\_\_\_ by and between \_\_\_\_\_, a **TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County " \_\_\_\_\_," as further described in Exhibit "A" which is 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 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in " \_\_\_\_\_" in the areas of **HIDALGO COUNTY** projects for a period of \_\_\_\_\_ from \_\_\_\_\_ with the option to renew for an additional \_\_\_\_\_ (If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

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

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

f. **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.** Company 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.

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

APPROVED BY COMMISSIONERS COURT ON, \_\_\_\_\_.

HIDALGO COUNTY

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

**Juan D. Salinas, III, County Judge**

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

ATTEST:

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

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

**Vendor**

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

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

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

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

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

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

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