

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
Bid No. 2010-186-08-25-SMA

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participants. The Hidalgo County Purchasing Department will receive sealed bids for the provision of "*Janitorial Supply & Industrial Chemicals & Supplies*" as specified herein. **BIDS WILL BE ACCEPTED UNTIL 9:30 A.M., WEDNESDAY, AUGUST 25, 2010. 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 there solution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.
- 9) 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.
- 10) 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:

- 11) 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.
- 12) Items must be packaged in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
 - a) Seller's name and address
 - b) Container number and total number of containers, e.g. box 1 of 3 boxes
 - c) The number of the container bearing the packing slip.
 - d) Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications.
- 13) 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.

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 SUPPLIES	
<i>DESCRIPTION OF ITEM(S)</i>	
1.	<i>Baggies 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) equal or better</i>
2.	<i>Baggies 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) equal or better</i>
3.	<i>Baggies- Ziploc (Other Size; Specify) equal or better</i>
4.	<i>Baggies- Ziploc 10x11 Gallon Size (Hefty) equal or better</i>
5.	<i>Baggies Ziploc 7x8 Quart Size(Hefty) equal or better</i>
6.	<i>Bio-Hazard Bag Red 40 x 48 3 mil</i>
7.	<i>Body Shampoo- per Gallon</i>
8.	<i>Body Towels Standard Size</i>
9.	<i>Bowl Mops (Rayon) equal or better</i>
10.	<i>Broom -(Plastic Angel) equal or better</i>
11.	<i>Brown Roll Towels Standard Size (Georgia Pacific) equal or better</i>
12.	<i>Buffing Pads 17" White</i>
13.	<i>Buffing Pads 20" White</i>
14.	<i>Butcher Paper 24"</i>
15.	<i>Dart Vented Lid-12J12 (equal or better)</i>
16.	<i>Dart Vented Lid-8J8 (equal or better)</i>
17.	<i>Deodorant, Specify Size</i>
18.	<i>Detergent Hand(Surp) Sud (equal or better)</i>
19.	<i>Dishwashing Liquid- 32 oz - (Dawn) equal or better</i>
20.	<i>Dishwashing Liquid- 42 oz (Dawn) equal or better</i>
21.	<i>Dust Cloths (Disposable) Yw</i>
22.	<i>Dust Cloths- Non Disposable</i>
23.	<i>Dust Mop 24" x 3- Disposable</i>
24.	<i>Dust Mop 24" x 5- Non Disposable</i>
25.	<i>Dust Mop 24"x 5 Disposable</i>
26.	<i>Dust Mop 24"x3 Non Disposable</i>
27.	<i>Dust Mop Frames 24" x 5</i>
28.	<i>Dust Mop Handles- Swivel Snap On</i>
29.	<i>Dust Mop Treatment (Aerosol) equal or better</i>
30.	<i>Dust Mop Treatment RTU</i>
31.	<i>Dust Pans Metal</i>
32.	<i>Dust Pans Plastic</i>
33.	<i>Facial Tissue (Georgia Pacific)equal or better</i>
34.	<i>Feather Duster Extensions 12 Ft.</i>
35.	<i>Feather Duster Extensions 8 Ft.</i>
36.	<i>Feather Dusters 21 Inch Ostrich or Equal</i>

JANITORIAL SUPPLIES	
<i>DESCRIPTION OF ITEM(S)</i>	
37.	<i>Feather Dusters 26 Inch Ostrich or Equal</i>
38.	<i>Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) equal or better</i>
39.	<i>Film Wrap 18" Heavy Duty 3000 Ft (Reynolds) equal or better</i>
40.	<i>Foam HNG (YTH1-0205- 9x6.5 x 275) (equal) equal or better</i>
41.	<i>Foil Wrap 18" Heavy Duty 500 Ft. (Reynolds) equal or better</i>
42.	<i>Foil Wrap- Potato (Reynolds) equal or better</i>
43.	<i>Food Service Gloves- Large Clear (Brand Name)</i>
44.	<i>Food Service Gloves- Medium Clear (Brand Name)</i>
45.	<i>Forks Clear - (1,000 Ct.)</i>
46.	<i>Freezer Bags 10x11-200 Ct/ s (Quick Seal) equal or better</i>
47.	<i>Hand Towels- Standard Size</i>
48.	<i>Heavy Duty Laundry Detergent (for Commercial Laundry System)</i>
49.	<i>Janitorial Booms- Straw</i>
50.	<i>Kitchen Roll Towels (Scott- 11s9) equal or better</i>
51.	<i>Laced Doilies (different sizes and types)</i>
52.	<i>Large Trash Can 13 MIC 30x37 High Density Can Liners</i>
53.	<i>Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners</i>
54.	<i>Latex Gloves- Large Disposable</i>
55.	<i>Latex Gloves- Large Non- Disposable Yw. (Ansell or Equal)</i>
56.	<i>Latex Gloves- Medium Disposable (Ansell or Equal)</i>
57.	<i>Latex Gloves- Non Disposable Yw (Ansell/ Equal)</i>
58.	<i>Latex Gloves- Small Disposable (Ansell or Equal)</i>
59.	<i>Latex Gloves Small Non-Disposable Yellow (Ansell or Equal)</i>
60.	<i>Liquid Bleach</i>
61.	<i>Lobby Dust Pan Metal</i>
62.	<i>Lobby Dust Pan Plastic</i>
63.	<i>Lysol Clorox disinfecting wipes</i>
64.	<i>Maids Brooms- Straw (Waco or Equal)</i>
65.	<i>Medium Weight White Plastic Forks 1,0000 Ct (Solo or Equal)</i>
66.	<i>Medium Weight White Plastic Spoons (1,000 Ct)</i>
67.	<i>Menu Tissue 12x12</i>
68.	<i>Mop Bucket Combo Std Size (Rubbermaid 7580) or Equal</i>
69.	<i>Mop Handles Fiber Glass 54" Jr. Etc- equal or better</i>
70.	<i>Mop Handles Wood 54" Junior</i>
71.	<i>Mop Head Cotton- Size 16 oz</i>
72.	<i>Mop Head Cotton- Size 24 oz.</i>
73.	<i>Mop Head Cotton- Size 32 oz.</i>
74.	<i>Mop Head Rayon- Size 16 oz.</i>
75.	<i>Mop head Rayon- Size 24 oz.</i>
76.	<i>Mop Head Rayon-Size 32 oz</i>
77.	<i>Napkins 2 Ply Quarter Fold (Georgia Pacific)equal or better</i>
78.	<i>One (1) Gallon 12x11 Ziploc Freezer Bags-equal or better</i>
79.	<i>One (1) Quart 7x8 Ziploc Freezer Bags- equal or better</i>
80.	<i>Pan liners -1000/cs</i>
81.	<i>Panty Liners</i>
82.	<i>Paper Bags #10 Brown (Duro)equal or better</i>
83.	<i>Paper Bags #4 Brown (Duro)equal or better</i>
84.	<i>Paper Bags #8 Brown (Duro)equal or better</i>
85.	<i>Paper Bags 1/6 BBL Brown 1657 (Duro)or equal</i>
86.	<i>Paper Cups-Portion-10oz (Solo)equal or better</i>
87.	<i>Paper Towels Multi Folds (Georgia Pacific)or equal</i>
88.	<i>Paper Towels Multi Folds Universal Dispensers (Metal)</i>
89.	<i>Paper Towels Multi Folds Universal Dispensers (Plastic)</i>
90.	<i>Paper Towels Multi Folds White Bleached 9.25x9.5</i>
91.	<i>Paper Towels, (GEP 89460) En-motion high capacity -white 10 x 800 or equal</i>
92.	<i>Party Packs (Spoons, Fords, Knife, Napkin, Salt & Pepper)</i>
93.	<i>Plastic Forks 2,000 Ct (James River Wn F2P)or equal</i>
94.	<i>Plastic Spoons (Solo)or equal</i>
95.	<i>Plastic Spoons 1,000 Ct (Solo) equal or better</i>
96.	<i>Premium Foam Antibacterial Soap Refill (GOJ536202)or equal</i>
97.	<i>Purell Hand Sanitizer Refill-GOJ545604 (equal or better)</i>
98.	<i>Razors- Double Edged</i>

JANITORIAL SUPPLIES	
<i>DESCRIPTION OF ITEM(S)</i>	
99.	<i>Roll Paper Towel Dispenser Lever or Crank(Metal or Plastic)</i>
100.	<i>Saddle Bag (SB8.5 CLR 6.5 x 7)-or equal</i>
101.	<i>Safety Gloves (nitrile) SFZGNPRXL1M-or equal</i>
102.	<i>Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)</i>
103.	<i>Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal</i>
104.	<i>Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal</i>
105.	<i>Scouring Sponges Yw/ Green Standard Size 3M/ Eq</i>
106.	<i>Scrubbing Cleansers- 21 oz (Comet) or equal</i>
107.	<i>Shaving Cream</i>
108.	<i>Spray Bottles W/ Trigger 24 oz. Empty</i>
109.	<i>Spray Bottles w/ Trigger 32 oz. Empty</i>
110.	<i>Stripping Pads 17" Black</i>
111.	<i>Stripping Pads 20" Black</i>
112.	<i>Styrofoam Bowl- 6 oz 1,000/case (equal or better)</i>
113.	<i>Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better</i>
114.	<i>Styrofoam Cup 8 Oz. (8J8) equal or better</i>
115.	<i>Styrofoam Cups 4 oz (UJ4) equal or better</i>
116.	<i>Styrofoam Plates 6" Laminated</i>
117.	<i>Styrofoam Plates 6" Unlaminated</i>
118.	<i>Styrofoam Plates 9" Divided (Mobil TJ 1-0011) equal or better</i>
119.	<i>Styrofoam Plates 9" Laminated</i>
120.	<i>Styrofoam Plates 9" Unlaminated</i>
121.	<i>Styrofoam Tray Hinge 9x9 Compartment with Lid</i>
122.	<i>Tall Trash Can 8 MIC 24x33 High Density Can Liners</i>
123.	<i>Toilet Brushes- (Standard Size) Plastic</i>
124.	<i>Toilet Dispensers Universal (12" Jumbo Toilet Tissue)</i>
125.	<i>Toilet Seat Covers</i>
126.	<i>Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) equal or better</i>
127.	<i>Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific)or equal</i>
128.	<i>Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific)or equal</i>
129.	<i>Toothbrush Firm- Specify Size</i>
130.	<i>Toothbrush Medium Specify Size</i>
131.	<i>Toothbrush Soft Specify Size</i>
132.	<i>Toothpaste Std Size, Specify Size</i>
133.	<i>Toothpaste Travel Size, Specify Size</i>
134.	<i>Trash Can 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner</i>
135.	<i>Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL</i>
136.	<i>Trash Cans & Lids 16 Gallon</i>
137.	<i>Trash Cans & Lids- 32 Gallon (Rubbermaid) equal or better</i>
138.	<i>Trash Cans 10 Gallon</i>
139.	<i>Workhorse Wipers-Rags- (Kimberly Clark) or equal</i>

INDUSTRIAL SUPPLIES*DESCRIPTION OF ITEM(S)*

1.	Air Freshener- Aerosol Asst Scents
2.	Air Freshener -Time Mist - Asst. Scents 6.6 oz
3.	Ant &Roach Spray odorless
4.	Ant &Roach Spray odorless to contain deltametrin
5.	Bowl Cleaner – Liquid(Non Acid) EPA Registered
6.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered
7.	Capet Shampoo Liquid
8.	Carpet Shampoo- Liquid Ammonia Free
9.	Carpet Powder & Deodorizer
10.	Carpet Spot Remover 32 oz.
11.	Cleaner- Oven 24oz foam cleaner
12.	Cleaner -Stainless Steel- water less based
13.	Degreaser 55 Gallon
14.	Deodorant Urinal Screens- Screens Only
15.	Disinfectant & Deodorizer Cleaner Aerosol
16.	Disinfectant & Deodorizer Cleaner Aerosol
17.	Disinfectant Bleach Cleaner Dry Air- Hospital
18.	Disinfectant Cleaner- Concentrate- Liquid
19.	Disinfectant Cleaner- Concentrate- Liquid
20.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)
21.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)
22.	Disinfectant Deodorant Spray- Hospital
23.	Disinfectant Foam Cleaner- Hospital
24.	Dispenser- Air Freshener Ttime Mist
25.	Enzyme Deodorizers- per Gallon - Liquid
26.	Enzyme Deodorizers Per Gallon- Liquid
27.	Floor Finish Liquid (Spartan or equal)
28.	Furniture Polish- Aerosol
29.	Furniture Polish- Aerosol
30.	Glass Cleaner- Liquid Concentrate
31.	Glass Cleaner RTU- 32 oz.
32.	Hand Cleaner- Waterless
33.	Hanging Toilet Bowl Blocks
34.	Lice Killer Aerosol
35.	Mosquito Repellent Lotion
36.	Mosquito Repellent Spray
37.	Odor Eliminator- Non Aerosol
38.	Soap- Bar 75 oz (1,000 per case)
39.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner or equal)
40.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)
41.	Soap- Hand - Liquid- (Bag In Box)
42.	Soap- Liquid Hand Dispensers (Bulk Soap)
43.	Urinal Block w/ Screens
44.	Urinal Blocks (Blocks Only)
45.	Wasp/ Hornet Spray
46.	Wasp/ Hornet Spray - 20 Ft Stream
47.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson or equal)
48.	Weed Killer (Round up)-equal or better
49.	Weed Killer 55 Gallon Concentrated- Specify Dilution

INSURANCE:

Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the 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. 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.
4. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.
5. 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.
6. 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. 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.
9. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
10. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

ESCALATION CLAUSE:

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier’s advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

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

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

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, AUGUST 18, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, AUGUST 20, 2010 by 5:00 p.m.