

Bid No: 2013-147-10-02	Buyer: YolandaVelasquez	Tel. No: (956) 318-2626-ext 4881
-------------------------------	--------------------------------	---

REQUEST FOR BIDS

HIDALGO COUNTY

“JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”

(All Funding Sources, Programs & Entities)

BID OPENING DATE: October 02, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

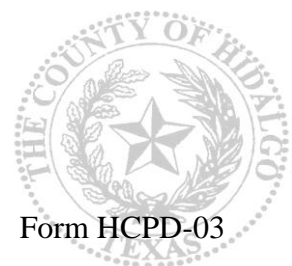
Hidalgo County Purchasing Department

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

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES”** (All Funding Sources, Programs and Entities) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID—2013-10-02-YZV- HIDALGO COUNTY - JANITORIAL SUPPLIES, INDUSTRIAL - CHEMICALS & SUPPLIES"** (All Funding Sources, Programs & Entities) and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 02, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2013-147-10-02-YZV - "HIDALGO COUNTY -JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES", (All Funding Sources, Programs & Entities)

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

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

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

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

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

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	<u>October 02, 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

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

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

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

19. **ETHICAL STANDARDS:**

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

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

Respectfully submitted,

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

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"JANITORIAL SUPPLIES, INDUSTRIAL CHEMICALS & SUPPLIES"
(All Funding Sources, Programs and Entities)
Bid No. 2013-147-00-00YZV

The County of Hidalgo is seeking to enter into a Janitorial Supply & Industrial Chemicals & Supplies contract with qualified participants. The Hidalgo County Purchasing Department will receive sealed bids for the provision of "*Janitorial Supply & Industrial Chemicals & Supplies*" as specified herein. **BIDS WILL BE ACCEPTED UNTIL 9:30 A.M., WEDNESDAY, October 00, 2013. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

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

GENERAL:

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

SPECIFICATIONS/REQUIREMENTS:

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

turn of any and/or all goods.

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

- Name:
- Business and Cell Phone Numbers:

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

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

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

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

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

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

COMPETENCE OF VENDOR:

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

ITEMS PURCHASED BY HIDALGO COUNTY

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

JANITORIAL & INDUSTRIAL SUPPLIES	
DESCRIPTION OF ITEM(S)	
1.	3M green 6x9 scouring pads 20/box (96HP) or equal
2.	3M griddle screens 10 per pack (200) or equal
3.	Air Freshener- Aerosol Asst Scents
4.	Air Freshener -Time Mist - Asst. Scents 6.6 oz
5.	Americo 20" beige ultra high speed burnishing pads 5/box (20MUHSTBP) or equal
6.	Ant &Roach Spray odorless
7.	Ant &Roach Spray odorless to contain deltametrin
8.	Baggies- 1/4 Size Slider Bag Ziploc Snack Bags(Hefty) or equal
9.	Baggies- 4"x4" Econo Zip (Ziploc Regular Sandwich Bags) or equal
10.	Baggies- Ziploc 16x11 Gallon Size (Hefty) or equal
11.	Baggies- Ziploc 7x8 Quart Size(Hefty) or equal
12.	Baggies-Freezer Bags 10x11-200 Ct/ s (Quick Seal) or equal
13.	Bio-Hazard Bag Red 40 x 48 3 mil
14.	Bleach -Disinfectant Cleaner Dry Air- Hospital
15.	Bleach- Pure Bright Disinfection 6/cs (6BLCH) or equal
16.	Body Shampoo- per Gallon
17.	Body Towels Standard Size
18.	Bowl Cleaner – Liquid(Non Acid) EPA Registered
19.	Bowl Cleaner- Liquid 23%-26% HIC EPA Registered
20.	Bowl Mops (Rayon) or equal
21.	Brooms –(Plastic Angel) or equal
22.	Brooms- Janitorial Straw
23.	Brooms -Maids - Straw (Waco) or equal
24.	Buffing Pads 17" White
25.	Buffing Pads 20" White
26.	Butcher Paper 24"
27.	Carpet Shampoo- Liquid Ammonia Free
28.	Carpet Powder & Deodorizer
29.	Carpet Shampoo Liquid
30.	Carpet Spot Remover 32 oz.
31.	Carroll heavy duty chemical deodorant 4/1gallons (HD1) or equal
32.	Cleaner -Diversey -general purpose 4/1gallons (GPFOR14) or equal
33.	Cleaner- Oven 24oz foam cleaner
34.	Cleaner -Stainless Steel- water less based
35.	Continental 18" rubber floor squeegees (1800) or equal
36.	Continental 24" rubber floor squeegee (2400) or equal
37.	Dart Vented Lid-12J12-or equal
38.	Dart Vented Lid-8J8 or equal
39.	Degreaser -55 Gallon
40.	Deodorant-hygiene
41.	Detergent-Colgate Palmolive Dishwashing-12/32 PAL1232 or equal

JANITORIAL & INDUSTRIAL SUPPLIES	
DESCRIPTION OF ITEM(S)	
42.	Dishwashing Capsules- US Chemical- 6/8 lb (failsafe) or equal
43.	Dishwashing Liquid- 32 oz - (Dawn) or equal
44.	Dishwashing Liquid- 42 oz (Dawn) or equal
45.	Disinfectant & Deodorizer Cleaner Aerosol
46.	Disinfectant cleaner - Carroll clear pine mop 4/1gallon (Pine1) or equal
47.	Disinfectant cleaner -Carroll clear lemon mop 4/1gallons (Lemon1) or equal
48.	Disinfectant Deodorant Spray- Hospital (Tuberculicidal Rated)
49.	Disinfectant Deodorant Spray Aerosol- Hospital (1 Minute Kill time)
50.	Disinfectant Deodorant Spray- Hospital
51.	Disinfectant Foam Cleaner- Hospital
52.	Disinfectant/ Deodorant spray- Diversey endbac II 12/15oz (EndBacII) or equal
53.	Disinfecting wipes- (Lysol) or equal
54.	Dispenser- Air Freshener Time Mist
55.	Dispenser -Roll Paper Towel- Lever or Crank(Metal or Plastic)
56.	Dispensers - Liquid Hand Soap (Bulk Soap)
57.	Dispensers -Paper Towels Multi Folds Universal (Metal)
58.	Dispensers -Paper Towels Multi Folds Universal (Plastic)
59.	Dust Cloths (Disposable) Yw
60.	Dust Cloths- Non Disposable
61.	Dust Mop 24" x 3- Disposable
62.	Dust Mop 24" x 5- Non Disposable
63.	Dust Mop 24"x 3 Non Disposable
64.	Dust Mop 24"x 5 Disposable
65.	Dust Mop Frames 24" x 5
66.	Dust Mop Handles- Swivel Snap On
67.	Dust Mop Treatment (Aerosol) equal or better
68.	Dust Mop Treatment RTU
69.	Dust Pan Metal- Lobby or equal
70.	Dust Pan Plastic- Lobby or equal
71.	Enzyme Deodorizers- per Gallon - Liquid
72.	Facial Tissue (Georgia Pacific) equal or better
73.	Feather Duster Extensions 12 Ft.
74.	Feather Duster Extensions 8 Ft.
75.	Feather Dusters 21 Inch Ostrich or Equal
76.	Feather Dusters 26 Inch Ostrich or Equal
77.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds) or equal
78.	Film Wrap 18"x 3000- Heavy Duty- (Reynolds) 915 or equal
79.	Filters Windsor exhaust for Sensor XP12 vacuum cleaner (5143EF) or equal
80.	Filters- Windsor micro hygiene for Sensor XP12 vacuum cleaner (5301ER) or equal
81.	Floor Cleaner -Diversey citrus stride neutral 5 gallon box (Stride5) or equal
82.	Floor Cleaner- Diversey floral fragrance neutral 4/1gallons (FLStride14) or equal
83.	Floor finish/wax -Diversey vectra 5 gallon box (Vectra5) or equal
84.	Foil Wrap 18" Heavy Duty 500 Ft-Reynolds-624 or equal
85.	Foil Wrap- Potato (Reynolds) or equal
86.	Furniture Polish- Aerosol
87.	Glass Cleaner- Liquid Concentrate (spartan) or equal

JANITORIAL & INDUSTRIAL SUPPLIES

DESCRIPTION OF ITEM(S)	
88.	Glass Cleaner RTU- 32 oz.(Spartan) or equal
89.	Gloves -Food Service - Large Clear (Brand Name)
90.	Gloves- Food Service - Medium Clear (Brand Name)
91.	Gloves -Latex - Small Disposable (Ansell or Equal)
92.	Gloves- Latex- Large Disposable
93.	Gloves- Latex- Large Non- Disposable Yw. (Ansell or Equal)
94.	Gloves- Latex –Medium - Non Disposable Yw (Ansell/ Equal)
95.	Gloves- Latex -Medium -Disposable (Ansell or Equal)
96.	Gloves -Latex Small Non-Disposable Yellow (Ansell or Equal)
97.	Gloves- Safety (nitrile) SFZGNPRXL1M-or equal
98.	Hand Cleaner- Waterless
99.	Hand Towels- Standard Size
100.	Hanging Toilet Bowl Blocks
101.	Heavy Duty Laundry Detergent (for Commercial Laundry System)
102.	Janitor cart with yellow vinyl bag- Rubbermaid (6173) or equal
103.	Laced Dollies (different sizes and types)
104.	Lice Killer Aerosol
105.	Menu Tissue 12x12
106.	Mop Bucket Combo Std Size (Rubbermaid 7580) or equal
107.	Mop Handles Fiber Glass 54" Jr. Etc- or equal
108.	Mop Handles Wood 54" Junior
109.	Mop Head Cotton- Size 16 oz
110.	Mop Head Cotton- Size 24 oz.
111.	Mop Head Cotton- Size 32 oz.
112.	Mop Head Rayon- Size 16 oz.
113.	Mop head Rayon- Size 24 oz.
114.	Mop Head Rayon-Size 32 oz
115.	Mosquito Repellent Lotion
116.	Mosquito Repellent Spray
117.	Napkins- 2 Ply Quarter Fold (Georgia Pacific) or equal
118.	Odor Eliminator- Non Aerosol
119.	Paper Bags #10 Brown (Duro) or equal
120.	Paper Bags #4 Brown (Duro) or equal
121.	Paper Bags #8 Brown (Duro) or equal
122.	Paper Bags 1/6 BBL Brown 1657 (Duro) or equal
123.	Paper Bags-6lb Brown 6BG (Duro) 500/pack or equal
124.	Paper Cups-Portion-1Ooz (Solo) equal or better
125.	Paper Roll Towels- Kitchen (Scott- 11s9) or equal
126.	Paper Towels- Brown Rolls -Standard Size (Georgia Pacific) or equal
127.	Paper Towels Multi Folds (Georgia Pacific) or equal
128.	Paper Towels Multi Folds White Bleached 9.25 x 9.5
129.	Paper Towels, (GEP 89460) En-motion high capacity –white 10 x 800 or equal
130.	Premium Foam Antibacterial Soap Refill (GOJ536202) or equal
131.	Purell Hand Sanitizer Refill-GOJ545604- or equal
132.	Razors- Double Edged
133.	Royal griddle bricks for cleaning grills 12/box (Gbrick) or equal

JANITORIAL & INDUSTRIAL SUPPLIES

DESCRIPTION OF ITEM(S)	
134.	Saddle Bag (SB8.5 CLR 6.5 x 7) -or equal
135.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, etc or equal.)
136.	Sanitary Napkins- Panty Liners
137.	Sanitary Napkins Super No. 4 folded- (Stay free, Rochester, etc or equal
138.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, etc or equal
139.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq
140.	Scrubbing Cleansers- 21 oz (Comet) or equal
141.	Shaving Cream
142.	Soap- Liquid Hand Antibacterial- per gallon (pearl hand cleaner) or equal
143.	Soap- Anti Bacterial- Bar 3.5 oz (1,000 per case)
144.	Soap- Bar -75 oz - 1,000 per case
145.	Soap- Hand - Liquid- (Bag In Box)
146.	Spartan 15% orange tough cleaner/degreaser 12/32oz (OT15QT) or equal
147.	Spartan antiseptic/antibacterial hand soap 4/1gallons (AntiHsoap1) or equal
148.	Spartan bounce back floor finish restorer 4/1gallons (Bounce1) or equal
149.	Spartan Foamy Q&A phosphoric acid shower cleaner 12/32oz (Foamy RTU) or equal
150.	Spartan fresh scent deodorant spray 12/18oz (AirfreshAER) or equal
151.	Spartan sanitize quart food service sanitizer 12/32oz (SRTU) or equal
152.	Spray Bottles- 24 oz empty bottle (bottle24) or equal
153.	Spray Bottles -32 oz. empty bottle (bottleqt) or equal
154.	Sprayer-(TRIGGER ONLY) red & white (trigqt) or equal
155.	Stripping Pads 17" Black
156.	Stripping Pads 20" Black
157.	Styrofoam Bowl- 6 oz 1,000/case (equal or better)
158.	Styrofoam Bowls 12 oz (Pacific 1-0012) equal or better
159.	Styrofoam Cup 8 Oz. (8J8) or equal
160.	Styrofoam Cups 4 oz (UJ4) or equal
161.	Styrofoam Plates 6" Laminated
162.	Styrofoam Plates 6" Unlaminated
163.	Styrofoam Plates 9" Divided (Mobil TJ 1-0011) or equal
164.	Styrofoam Plates 9" Laminated
165.	Styrofoam Plates 9" Unlaminated
166.	Styrofoam Tray Hinge 9x9x3 three compartment with Lid (Pactiv YTD19903) 150/cs or equal
167.	Toilet Brushes- (Standard Size) Plastic
168.	Toilet Brushes-rubbermaid hard bristle bowl brush (6310) or equal
169.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)
170.	Toilet Seat Covers
171.	Toilet Tissue (12/1000' Jr. Jumbo) (Georgia Pacific) or equal
172.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific) or equal
173.	Toilet Tissue(6/ Jumbo 2000 ft) (Georgia Pacific) or equal
174.	Toothbrush Firm- Specify Size
175.	Toothbrush Medium Specify Size
176.	Toothbrush Soft Specify Size
177.	Toothpaste Std Size, Specify Size
178.	Toothpaste Travel Size, Specify Size
179.	Trash Can 55 Gallon- XX Large- 38x58 1.5 MIL

JANITORIAL & INDUSTRIAL SUPPLIES	
DESCRIPTION OF ITEM(S)	
180.	Trash Cans & Lids 16 Gallon
181.	Trash Cans & Lids- 32 Gallon (Rubbermaid) or equal
182.	Trash Cans- 10 Gallon
183.	Trash Liners- 45 Gallon- X Large- 40x48 16 MIC High Density Can Liner
184.	Trash liners-- Pitt Plastics 23x33 12-16 gallon black 1000/cs (32BL) or equal
185.	Trash Liners-Large Trash Can 13 MIC 30x37 High Density Can Liners
186.	Trash Liners-Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners
187.	Trash Liners-Tall Trash Can 8 MIC 24x33 High Density Can Liners
188.	Urinal Block w/ Screens
189.	Urinal Blocks (Blocks Only)
190.	Urinal Deodorant Screens- Screens Only
191.	Utensils Forks -Plastic 2,000 Ct (James River Wn F2P) or equal
192.	Utensils Forks -Plastic -Dispozo- medium -1,000/cs (WMF) or equal
193.	Utensils- Forks- Plastic -Medium Weight White 1,000 Ct (Solo or Equal)
194.	Utensils Forks-Clear - (1,000 Ct.)
195.	Utensils Spoons -Plastic (Solo) or equal
196.	Utensils Spoons -Plastic 1,000 Ct (Solo) or equal
197.	Utensils Spoons -Plastic -Dispozo medium WMS 1,000/cs or equal
198.	Utensils -Spoons -Plastic -Medium Weight White (1,000 Ct)
199.	Utensils-Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)
200.	Vacuum bags-Windsor s for Sensor XP12 vacum cleaner 10 pack -(SVB) or equal
201.	Wasp/ Hornet Spray
202.	Wasp/ Hornet Spray - 20 Ft Stream
203.	Wax Stripper Floor Finish Liquid- High Speed (vectea) (Johnson & Johnson) or equal
204.	Weed Killer (Round up) or equal
205.	Weed Killer 55 Gallon Concentrated- Specify Dilution
206.	Wipers -Workhorse -Rags-(Kimberly Clark) or equal
207.	Wipers-Kimberly Clark 15x16.5 white - 300/cs (K41100) or equal

INSURANCE:

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

TERMS AND CONDITIONS OF SERVICE:

1. Term of the contract is for one (1) year period with County’s option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.
2. Any contract awarded to a successful bidder will be in effect until;
 - (A) the contract expires,
 - (B) delivery and acceptance of products and/or performance of services ordered, or
 - (C) terminated by County with thirty days written notice prior to cancellation.
3. Hidalgo County reserves the right to add or delete locations or departments during the term of the contract under the same rates and conditions.

4. Hidalgo County reserves the right to award the bid to a sole bidder or to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County shall award the bid on a LUMP SUM BASIS to ONE VENDOR AND/OR ITEM BY ITEM BASIS whichever is in the best interest of the County.
6. Vendor must have been in business for at least two years.
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
8. 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 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 adjust

ment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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

ADDITIONAL INFORMATION:

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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

REQUIREMENTS AGREEMENT
C-13-147

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

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

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

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

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

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

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

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

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

4. General Provisions.

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

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

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

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

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

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

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

If to Seller: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

therefore pending before any department or agency of Hidalgo County.

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

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

Approved By Commissioners Court: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:
By: _____
Printed Name: _____
Title: _____

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

Stephen L. Crain, Attorney

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

DRAFT

EXHIBIT "B"
BID PAGE

EXHIBIT "C"
CERTIFICATE OF INSURANCE