

# EXHIBIT-"A"

Specifications/Requirements  
Hidalgo County Health & Human Services  
**"Purchase of Mosquito Control Chemicals"**  
RFB No.: 2018-248-00-00-

## PROJECT OVERVIEW:

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish **"Purchase Mosquito Control Chemicals"** on an "As Needed Basis" for the **biological control of mosquitos** including, but not limited to, the following:

## A. SPECIFICATIONS:

The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal to or better. Any RFB that does not meet the minimum requirements and/or specifications will be rejected.

### Description of Items:

Any **brand name that may be referenced are for description only**, and are not intended to exclude other mosquito control chemical products of equal quality and composition. Participants desiring to substitute items may do so; provided brand name & composition is indicated on Bid Page (Exhibit "B").

<b>DESCRIPTION</b> (Equivalent or Better)		
1.	<b>ADULTICIDING CHEMICAL:</b> (equal or better)	Ultra-low Volume (ULV)-Ready to Use (RTU) Spray: Recommended use for the control of adult mosquitos. Piperonyl Butoxide-minimum----- 4% Permethrin-minimum----- 4% OTHER INGREDIENTS**----- 92.0% TOTAL-----100% **Contains petroleum distillates; Packaging: 275 gal tote; contains 0.29 pounds of permethrin and 0.29 pounds of PBO per gallon
2.	<b>LIQUID BIOLARVICIDE Biological Larvicide Aqueous Suspension</b> (equal to or better)	Bacillus Thuringiensis subspecies Israelensis Strain BMP 144 solids, spores and insecticidal toxins*----- 8.00% Other ingredients----- 92.00% TOTAL----- 100% *Equivalent to 1,200 International Toxic Units (ITU/mg)(4.84 Billion IYU/gallon or 1.2 Billion ITU/liter). Note: The percent active ingredient does not indicate product performance and potency measurements are not federally standardized. Packaging: 2x2. 5 gal case, 30 gal drum, 250 gal tote
3.	<b>INSECTICIDE</b> (equal or better)	Deltamethrin----- 2.0% Other ingredients----- 98.0% TOTAL----- 100 % Packaging: 2x2, 5 gal case, 30 gal drum., Contains: 0.17 pounds of Deltamethrin per Gallon
4.	<b>MOSQUITO INSECTICIDE*</b> (equal or better)	*Malathion-----96.5% Inert ingredients-----3.5% TOTAL-----100% *0,0-dimethyl phosphorodithioate of diethyl mercaptosuccinate, Contains 9.9 lbs malathion per gallon; Packaging: 5 gal pail, 55 gal dr, 260 gal tote.
5.	<b>INSECTICIDE</b> (equal or better)	Deltamethrin----- 4.75% Other Ingredients-----95.25% TOTAL----- 100% Packaging: 16 x 1 pt. cs, 30 gal drum. Contains 0.42 lb deltamethrin per gallon,
6.	<b>BRIQUETS OR DUNKS</b> (equal or better)	<u>Lavical Applications-20 ct per package</u> Recommended for the control of mosquito larvae: should be in briquet or dunk form for floating sustained-released for long-term control of mosquitos (30 days or longer). Bacillus Thuringiensis subsp Israelensis (H-14)----- 10.31% Inert Ingredients-----89.69% 7000 Aedes aegypti (AA) International Toxic Units (IYU) per milligram primary powder (Dry weight basis) The percent active ingredient does not indicate product performance and potency measurements are not federally standardized.

OTHER BRIQUETS OR DUNKS <u>Continued</u>	<u>MetaLarv S-PT Mosquito Growth Regulator Pellet</u> (S) – Methoprene (CAS# 65733-16-6)----- 4.25% Other Ingredients ----- 95.75% TOTAL -----100%
	<u>Teknar SC Biological Larvacide Aqueous Suspension</u> Bacillus thuringiensis, subsp, Israelensis Strain SA3A, fermentation solids, spores and insecticidal toxins-----5.6% Other ingredients----- 94.4% TOTAL-----100%  Packing: 2x2.5 gal case, 30 gal drum, 264 gal tote <u>VectoBac G, GS and GR Biological Larvacide Granule</u> Bacillus thuringiensis, subsp, Israelensis Strain AM 65–52, fermentation solids, spores, and insecticidal toxins ----- 2.80% Other ingredients ----- 97.20% TOTAL ----- 100%  Packaging: 40 lb. and 1200 lb. bag <u>VectoBac WDC Biological Larvacide Water Dispersible Granule</u> Bacillus thuringiensis, subsp, Israelensis strain AM 65–52, fermentation solids, spores, and insecticidal toxins----- 37.4% Other ingredients ----- 62.6% TOTAL ----- 100%  Packaging: 24 x 1 lb. case <u>VectoBac 12AS Biological Larvacide Aqueous Suspension</u> Bacillus thuringiensis, subsp, Israelensis strain AM 65–52, fermentation solids and solubles ---11.61% Other ingredients ----- 88.39% TOTAL ----- 100%  Packing: 2 x2. 5 gl. case, 30 gl. Drum, 264 gl. Tote <u>Altosid Mosquito Growth Regulator Briquets</u> (S) – Methoprene (Dry Weight Basis) (CAS # 65733-16-6)----- 8.62% Other ingredients ----- 91.37% TOTAL ----- 100 %  Packaging: Available in liquid, granular, pellet or briquette formations in a variety of sizes.
	<u>Altosid P35 Mosquito Growth Regulator Granular</u> (S) – Methoprene (Dry Weight Basis) (CAS #65733-16-6) ----- 4.25% Other ingredients ----- 95.75% TOTAL ----- 100 %  Packaging: Available in liquid, granular, pellet or briquette formation in a variety of sizes

**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 disqualification of the RFB.

**B.REQUIREMENTS, TERMS & CONDITIONS :**

- 1) Prices shall be per unit, F.O.B. destination.
- 2) Item(s) must be packed with unbroken seals (sealed by the manufacturer).
- 3) Must be in compliance with all TCEQ. (Texas Commission on Environment Quality) rules and

regulations for handling and shipping of pesticides/chemicals.

- 4) Must be OSHA compliant.
- 5) Hidalgo County reserves the right to increase or decrease the quantity purchase based on weather conditions.
- 6) Any requesting Hidalgo County Department wishing to utilize mosquito control chemicals will be authorized to purchase these chemicals at any time and on an **“As Needed Basis”**.

7) **Contract Term:**

The contract unit price shall remain firm throughout the entire contract period and each consecutive contract period. Term will be one (1) year with Hidalgo County’s sole discretion to extend the contract for an additional two (2) - one (1) year terms under the same rates, terms and conditions.

- 8) Hidalgo County reserves the right to continue this RFB for an additional sixty (60) day grace period at the the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.
- 9) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the **Exhibit-“C”** for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- 10) 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 **“Purchase of Mosquito Control Chemicals”**. Hidalgo County reserves the right to award separate/multiple contracts when it is in the County’s best interest to do so.
- 11) Hidalgo County reserves the right to hold RFB for a period of ninety (90) days without taking action.
- 12) After RFB award and low bidder(s) default(s) in meeting the general instructions to participants and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low participant(s). In such event, County shall charge the successful participant(s) the difference for any additional cost of such item(s).
- 13) Hidalgo County may seek purchase from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- 14) **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these RFB in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendor(s) may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as a sole judge in determining equality and acceptability of products offered.
- 15) 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 a (30) thirty days written notice prior to cancellation/termination.

## **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.

### **Requesting Price Adjustment:**

1. Upon written request of the Vendor to the Hidalgo 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 vendors' 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.

### **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.

**C. ADDITIONAL INFORMATION:**

- 1) 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, Attn: Sandra Montalvo, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- 2) All cost 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 onto Hidalgo County.
- 3) Any Questions to the RFB Specifications/Requirements will be accepted in writing via e-mail to [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by NO LATER THAN, Monday, **Month 00, 2018**, 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, 5:00 P.M., Wednesday, **Month 00, 2018.**

## **D. VENDOR REFERENCES**

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

### **REFERENCE ONE**

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

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

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

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

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

### **REFERENCE TWO**

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

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

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

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

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

### **REFERENCE THREE**

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

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

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

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

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

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