

# MEMORANDUM

**To:** Martin Ramirez, Coordinator  
Hidalgo Co. Environmental Compliance Department

**From:** Elena Gomez, Buyer II  
Hidalgo County Purchasing Department

**Date:** April 22, 2013

**Re:** Bid No. 2013-038-00-00-MEG Approval of Specifications for Hidalgo County  
"Collection of Used Oil, filters, and antifreeze"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark DISAPPROVE, please make any and all 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 type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY: \_\_\_\_\_ YES / \_\_\_\_\_ NO / X Other

(Specify) County will generate revenue - No Fiscal impact to County.

BUDGET ACCOUNT #: \_\_\_\_\_

Mart Ramirez Martin Ramirez 05/14/13  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,  
VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later  
than Wednesday May 1, 2013 at 5:00p.m.**

Enclosures

EXHIBIT "A"  
HIDALGO COUNTY (all funding sources)  
"USED OIL, OIL FILTER AND ANTIFREEZE"  
RFB NO.: 2013-038-00-00-MEG

**SCOPE OF WORK:**

Hidalgo County desires to contract for collection and recycling/disposal services for used oil, used oil filter, anti-freeze, and absorbent (including drip pads, rags, oil contaminated soil, and/or granular oil absorbents) at six (6) locations throughout Hidalgo County. The Contractor will collect used oil, used oil filters, anti-freeze and absorbents a minimum of once per month or on an as needed basis. If the County contacts the Contractor to request a pick up at any of the facilities, the contractor will collect the materials within 24 hours of the notification by the county.

<b>Locations to be serviced</b>					
	<i>Place</i>		<i>Address</i>	<i>Ph.</i>	<i>POC</i>
1	Precinct 1	Maintenance Shop	1902 Joe Stephens Ave. Weslaco, Texas 78596	968-8733	Oscar Garcia
2	Precinct 2	County Wide Main. Shop	301 E. State St. Pharr, Texas 78577	787-1891	Roque Cavazos
3	Precinct 3	Road & Bridge Main. Shop	8310 W. Mile 7 Road Mission, Texas 78574	585-4509	Saul Ramirez
4	Precinct 4	Main. Shop &	1102 N. Doolittle Edinburg, Texas		Roman Rodriguez
5		Citizen Solid Waste collection Center	1051 N. Doolittle Road Edinburg, Texas	383-3112	
6	Sheriff's Office	Main. Shop	711 El Cibolo Road Edinburg, Texas	383-8114	Richard Ozuna

**SPECIFICATIONS:**

Contractor shall provide all necessary labor, supervision, equipment and supplies for the removal and disposal of used oil, oil filters, antifreeze and absorbents generated by Hidalgo County facilities. The Contractor will provide Hidalgo County with necessary documentation showing they are operating in compliance with state and federal laws and regulations governing the handling, transport and disposal or recycling of used oil, used oil filters, and anti-freeze, and absorbents.

The Contractor shall pay Hidalgo County for the used oil it collects at County facilities. This project will be accepted on a fixed price per gallon during the term of specified herein. The county will be provided with an explanation of the methods used to determine the price per gallon by the contractor. The County will be provided with analytical testing results if they are used to set price per gallon of used oil. Collection and disposal of used oil filters, antifreeze and absorbents will be provided at no charge to Hidalgo County as part of this contract.

**Containers**

The contractor shall provide containers equipped with secondary containment equaling 110% of the container capacity and closeable lids for collection of used oil. Containers should be in good condition, free of large dents, and be free of rust on the outside surface. Lids and sliding doors should be maintained to open and close freely without binding or hanging. Contractor will insure that there is maintained clean and in good working order.

The contractor will also provide appropriate containers such as 55-gallon drums or equivalent in good condition with closeable lids for used oil filters, anti-freeze and absorbents. All containers used by contractor will meet federal and state standards for use with used oil along with used oil filters, antifreeze, and absorbents. All containers will be provided by the contractor at no cost to the county. Full containers of used oil filters, antifreeze, and absorbents will be collected and replaced by an empty container of same capacity

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within 24 hours of a pick up request by the County.

Manifests or Invoices

The contractor will provide the county sequentially numbered manifests or invoices for each collection of used oil, used oil filters, anti-freeze and absorbents at each county facility. The manifest or invoice must have the following information:

- Contractor's Name, address, and phone number
- Contractor's TCEQ and EPA Identification Numbers
- Driver's name, Signature, and Valid drivers' license number for receipt of materials
- Name of Hidalgo County facility and address
- Name and signature of Hidalgo County facility personnel releasing materials
- Types of materials Collected (used oil, used oil filters, antifreeze and/or absorbents)
- Quantity Collected in gallons or containers (must indicate size of container)
- Collection Date and Time
- Disposal/Recycling facility name, address, telephone number, TCEQ/EPA identification number and,
- Name and signature of person receiving materials

Contractor Responsibility while Collecting, Loading, or Unloading at County Facilities

The contractor will be responsible for implementing procedures to protect county property from spills of oil, fuel and/or any other hazardous materials while collecting used oil, used oil filters, antifreeze, and absorbents. They will be responsible for cleanup and appropriate corrective actions to remediate any impacts to county property due to their operations.

**TERMS & CONDITIONS:**

1. The term of the contract is one (1) year initial period. With no options to extend
2. 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 delay in award of new bid for next contract term.
3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.
4. 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.
  1. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.
6. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
7. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

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8. After contract 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 procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
9. Hidalgo County reserves the right to **award to one or MULTIPLE bidders** per department (Pct location) if the County determines it is in it's best interest to do so.
10. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with thirty (30) day's written notice prior to cancellation.
11. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification
12. All billing must be submitted to the designated department: (See following table)
13. Hidalgo County reserves the right to add or delete sites and/or fire extinguishers /equipment and/or services during the term of the contract under the same rates and conditions.
14. 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.
15. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**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

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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:**

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.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications 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 Tuesday, 2013 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later **than FRIDAY, 2013 BY 5:00 P.M.**