



**REQUEST FOR PROPOSAL (RFP)**

**HIDALGO COUNTY**

(Including all funding sources, programs, and entities)

**“Solid Waste Collection”**

**RFP NO: 2013-037-00-00-MEG**

Acceptance Due Date:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Solid Waste Collection", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and 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, RFP – 2013-037-00-00-MEG-“HIDALGO COUNTY (Including all funding sources, programs, and entities) Solid Waste Collection”, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., day, month date 2013.

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 IN REFERENCE TO QUALIFICATION.**

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

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. 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.
12. 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 qualification 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.

13. **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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful respondent
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract number (if any)
  - d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Solid Waste Collection**
  - e) 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**  
 Postal/Mailing 2812 S. Business Hwy. 281  
 Edinburg, Texas 78539  
 (956) 318-2511

**15. SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	_____	, 2013
Award of Contract	_____	, 2013
Commence Work or Deliver Products	_____	, 2013

**16. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and 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 respondents 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 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

**17. 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 qualification 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.

- **NOTICE:**

**ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFP is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

## **18. 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 respondent 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 RESPONDENT.**

19. If, during the life of any contract or qualification awarded, the successful respondent'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.
20. Qualifications, 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.
21. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
  - 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.
22. Successful respondent 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 respondent'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.
23. Any contract award to a successful respondent 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 (30) day's written notice prior to cancellation.

24. 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
25. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent 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 respondent'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 or services provided by successful respondent.
26. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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.
27. 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.
28. The successful respondent 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.
29. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Proposal  
for  
**HIDALGO COUNTY**  
*(Including all funding sources, programs, and entities)*  
**“Solid Waste Collection”**  
**RFP NO.: 2013-037-00-00-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Location: 2802 S. Business Hwy. 281  
Postal/ Mailing: 2812 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** \_\_\_\_\_

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

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

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

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

**EXHIBIT "A"**

**SCOPE OF SERVICES/REQUIREMENTS  
REQUEST FOR PROPOSALS**

**Hidalgo County  
"Solid Waste Collection"**

**RFP: 2013-037-00-00-MEG**

**OVERVIEW:**

The County of Hidalgo is requesting proposals from interested vendors to furnish all materials, equipment and labor to establish a Franchise Solid Waste Collection program in rural areas of Hidalgo County. Under Texas Senate Bill 352 (77<sup>th</sup>), Hidalgo County will receive 5 % of all revenues received by contractor under this contract; as a franchise fee each quarter.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **“Solid Waste Collection”** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday, Month, date, 2013.** **ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.**

Deliver Submittal to:

**RFP SUBMISSION:**

A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539 by **no later than 9:30 a.m. on Wednesday, Month, date, 2013.**

**RFP No: 2013-037-00-00-MEG**

<p><u>US Postal Mail Address:</u>          Martha L. Salazar, CPPB, Purchasing Agent          Hidalgo County Purchasing Department          Administration Building          2812 S. Business Hwy 281          Edinburg, Texas 78539</p>	<p><u>Physical Address:</u>          Martha L. Salazar, CPPB, Purchasing Agent          Hidalgo County Purchasing Department          Administration Building          2802 S. Business Hwy. 281          Edinburg, Texas 78539</p>
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The following outlines the Request for Proposal:

**SECTION I**

**GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)292-7612 OR VIA E-MAIL TO: elena.gomez@co.hidalgo.tx.us BY NO LATER THAN, Monday, Month, date, 2013 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, Friday, Month, date, 2013 by 5:00 P.M. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.****

Any/All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

**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 contract 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closser, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E"**) certifying that the submission is: (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-COLLUSION:**

Submitters, by submitting the signed Participant's Affidavit (Exhibit E), certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition.

**PROPOSAL DELIVERY:**

Hidalgo County requires submitters, when hand delivering sealed RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

**SIGNING OF PROPOSAL:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award of these services to another party or parties.

**TERM OF CONTRACT:**

The Proposed term for the new services agreement will be from \_\_\_\_\_, 2013 to \_\_\_\_\_, 2016. Hidalgo County reserves the right to extend the agreement(s) for an additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated without cause by the County, with a (30) thirty day written notice prior to any cancellation.

**DAVIS BACON ACT: (If applicable)**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**REQUEST FOR PROPOSALS**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

**CONTENTS:**

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

## SECTION II- SCOPE OF SERVICES/REQUIREMENTS

### PROJECT OVERVIEW:

The County of Hidalgo is requesting Proposals from qualified vendors to furnish all materials, equipment and labor to complete the agreement for "Franchise Solid Waste Collection". It is the intent of the proposal to establish a waste collection program in rural areas of Hidalgo County.

### Background and Demographics

According to the 2013 Appraisal District Report, there are 78,707 households in the unincorporated areas of Hidalgo County. Currently Hidalgo County has an open market system for the unincorporated communities. The open market system allows each resident to directly arrange for trash collection services with the hauler or transport the waste directly to the precinct citizen collection stations.

Hidalgo County wishes to establish a countywide system to manage solid waste collection. Provisions under Texas Senate Bill 352 (77<sup>th</sup>) states that a public agency or county can mandate collection services in a territory, require the use of this service, and collect a fee.

### SCOPE OF WORK / REQUIREMENTS

1. The Contractor will be responsible for the collection, transportation, and disposal of solid waste household residences in accordance with all local, state, and federal laws.
2. The contractor will provide 96 – gallon containers to the residence, for the collections of solid waste materials generated at each designated constituency.
3. The Contractor will collect solid waste on a weekly schedule basis, determined by the vendor and agreed by the County.
4. The Contractor must pick up and remove any debris created as a result of the collections activity.
5. The contractor will provide residence brush and bulky waste pickup on a regular monthly schedule and/or within 24-48 hours from the scheduled date.
6. The Contractor must maintain adequate personnel to cover all assignments within the contract.
7. Contractor must provide a plan that details how the vendor will meet the demands of option A or Option B.
8. Hidalgo County will continue in picking up tires until further notice is given.
9. Debris and other non-collectables should be handled by the citizens.
10. Residents are responsibility for gathering brush to curbside.

### OPTIONS

The Contractor has the option to proposal on either (A) per Districts or (B) County Wide contractors must perform the scope of work as follows but not limited to.

#### Option A

<b>6 Districts</b>	<b>Area</b>	<b># of Households</b>
District A	Edinburg Area	16,124
District B	La Joya	24,494
District C	Mission, Sharyland, McAllen, Valley View, Hidalgo	4,921
District D	PSJA	11,031
District E	Donna	14,475
District F	La Villa, Edcouch-Elsa, Lyford, Monte Alto, Progreso, Mercedes, Weslaco	7,662

Option B.

District	Area	# of Households
County Wide	All of the above	78,707

**Location of Containers and Brush/Bulky Waste for Collection:**

Containers and brush/bulky items shall be placed at the curbside for collection. Curbside refers to the portions of right-of-way adjacent to paved or traveled County roadways. Containers, brush/bulky items shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers brush/bulky items shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any residential refuse not properly placed in a Contractor issued container. Contractor will not be held responsible for surface damage on County roads caused by normal collection operations. If roadways become impassable, contractor will not provide services until the following scheduled day/week/month provided roadways are passable.

**Bulky Item** - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and tree trimmings.

**Bundles** - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

**Business Day** - Any day that is not a Saturday, a Sunday or holiday.

**Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

**Container** - Any receptacle, including, but not limited to, dumpsters, Roll-outs and Roll-Offs provided to the County by the Service Provider and utilized by a or Residential Unit for collecting Solid Waste or Construction and Demolition Waste. Containers are designed to hold between ninety six (96) gallons and forty (40) cubic yards of Solid Waste or Construction and Demolition Waste.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Holidays**

Contractor may decide to observe holidays by suspension of collection services on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection services at residential units once per week as per agreement with customer, contractor will furnish advance notice to resident constituency. Holiday schedule must be included with your proposal.

**Landfill** - Any facility or area of land receiving Solid Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Multi-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Solid Waste.

**Solid Waste** - Solid Waste resulting from or incidental to, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

**Roll-Off** - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

**Roll-Out** - A Container with ninety-six (96) gallons of capacity. Each residential unit utilizing service hereunder is required to utilize at least one container.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Solid Waste.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38) regardless of whether such waste is mixed with or constitutes Recycling Materials.

**White Good** - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

**Items Collected/Not Collected:**

The Contractor shall collect the following residential waste and Bulky & Brush items for proper disposal:

- Plastic, Paper, Boxes
- Cans, Aluminum
- Food, Clothing
- Household Alkaline Batteries, Glass
- Kitchen, Bathroom Trash
- Washers, Dryers
- Stoves, Refrigerators
- Air Conditioners, Water Tanks
- Furniture & Mattresses
- Grass Cuttings
- Shrubs & Tree Trimmings
- Dead Trees, Branches
- Fencing

The Contractor is not required to collect the following items due to its hazardous conditions:

- Hazardous Waste, Medical Waste
- Needles, Paint
- Helium, Oxygen Tanks
- Fire Extinguishers
- Animal Bodies
- Asbestos

- Construction Debris
- Junk Vehicles, Tires
- Items Containing Freon
- Cement
- Motor Oil
- Dirt, Rock, Asphalt
- Corrugated Metal

Listing of additional items that will not be collected must be provided to Hidalgo County and Rural Residents.

### **FRANCHISE FEES**

Under Texas Senate Bill 352 (77<sup>th</sup>), Hidalgo County shall receive 5% of all cash received by contractor under this contract; as a franchise fee each quarter. Hidalgo County is to be paid on a quarterly basis as follow: c/o Hidalgo County Treasurers Mailing Address: 2810 South Business Hwy. 281 Edinburg, Texas 78539-6243

### **COMPLIANCE WITH THE LAW**

The Contractor shall conduct operations under this contract in compliance with all applicable laws. Please refer to Section 364.034 of the State of Texas Health & Safety Code § 364.034. SOLID WASTE DISPOSAL SERVICE; FEES

### **BILLING**

The selected Contractor will be required to provide billing services for customers and provide Hidalgo County quarterly reports on the following:

- New Accounts opened
- Closed Accounts (discontinued service)
- Volume of trash collected and disposed

### **Customer Service**

The selected Contractor will be required to provide the following: The Contractor shall maintain a local administrative office or other facility which the residents can contact them.

- Residential Collection hours of 7:00 am – 7:00 pm, Monday – Friday
- Staffed phone service from 8:00 am – 5:00 pm, Monday – Friday
- Toll free phone number for handling customer complaints
- Holiday Schedule
- Missed Collections. Any missed collections not collected on the scheduled day for collection after receipt of such notice, shall be collected no later than 10:00 a.m. on the following collection day.
- Hidalgo County Department of Budget Management will be responsible for fielding all questions from the public regarding any vendor related issues that may not be resolved with the vendor.

### **VENDORS RESPONSIBILITIES**

#### **Routes of Collection**

Collection routes shall be established by the Contractor. Contractor shall submit a schedule designing the residential unit collection routes to the residents. Contractor may from time to time propose changes in routes or schedule. Contractor shall promptly give written or published notice to the affected residential units.

## **Public Education**

The selected Contractor will be required to provide customer information and public education throughout the term of the agreement(s). Public education services will include:

- General collection program information including service schedule, description of how to place container(s) out for service, list of materials not allowed in solid waste container(s)
- Bulky goods collection program
- Customer service phone number and hours
- Basic billing information and phone number to call with billing inquiries
- Incorrect set out notices

## **Complaints**

Complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate, and if such allegations are verified, shall arrange for the collection of refuse not collected within 24 hours after the complain is received. Hidalgo County Department of Budget Management (DBM) will be responsible to ensure the vendor is complying with its contractual obligations.

## **Collection Equipment**

The contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the identification and telephone number of the Contractor. The Contractor shall also provide reliable back up vehicles for regular collection service vehicles.

## **Hauling**

All refuse hauled by the contractor shall be so contained or enclosed that leaking, spilling or blowing are reasonably prevented.

## **Disposal**

All refuse collected for disposal by the Contractors shall be hauled to a state approved disposal site.

## **DISASTER CLEAN UP**

In the event of natural disaster for which the County is declared a disaster area it will be the county's responsibility to provide disposal services for disaster related debris.

## **EXPERIENCE**

The Contractor shall provide a narrative of knowledge and experience of working with current multiple entities, such as counties, cities, etc.

## **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

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

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise

nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

**2. Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3. Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

**4. Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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

## POINT OF CONTACT

All dealing between the Contractor and the County shall be directed by the Contractor to the County Administrator or his /her designated appointee and by the County to the appropriate person to be designated by the Contractor.

### Hidalgo County Point of Contact:

\_\_\_\_\_, Hidalgo County Budget Office

Edinburg, TX 78539

(956) \_\_\_\_\_

Fax (956) \_\_\_\_\_

\_\_\_\_\_@co.hidalgo.tx.us

**PRE-PROPOSAL CONFERENCE:** will be held on \_\_\_\_\_ at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281 –New Administration Bldg., Edinburg, Texas. We encourage all interested vendor(s) to attend.

### UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length including but not limited to the following;

### PROPOSAL/ INTERESTED PARTICIPANTS

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

## SECTION III- SELECTION/EVALUATION/RANKING

### SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the Request for Proposals (RFP's) received.
- B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.
- C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

**SCORING AND EVALUATION PROPOSALS**

Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1	Cost Fees	25 Points
2	Experience with similar projects	25 Points
3	Understanding Of Project	20 Points
4	Current workload and ability to commence various requested collection sites simultaneously	20 Points
5	Thoroughness: Did Contractor include all related documentation required for this project	5 Points
	Contractor must submit a timeline of events with the RFP	5 Points
	<b>TOTAL</b>	<b>100 points</b>

**NEGOTIATION PROCESS:**

The number one ranked firm will be contacted in order to commence the negotiation process, upon Commissioners' Court approval. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the No. 1 ranked firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

**TERMINATION OF SERVICES:**

Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with (30) thirty day written notice prior to cancellation.

DRAFT

**ATTACHMENT "1"**  
**MAPS- Option 1 (not available yet)**

**SCOPE OF SERVICES/REQUIREMENTS  
REQUEST FOR PROPOSALS**

**Hidalgo County  
"Solid Waste Collection"**

**RFP: 2013-037-00-00-MEG**

**ATTACHMENT "1"**  
**MAPS- Option 2** (not available yet)

**SCOPE OF SERVICES/REQUIREMENTS  
REQUEST FOR PROPOSALS**

**Hidalgo County  
"Solid Waste Collection"**

**RFP: 2013-037-00-00-MEG**

**EXHIBIT B**

**SELECTION CRITERIA**

**REQUEST FOR PROPOSALS**

**HIDALGO COUNTY**

**“SOLID WASTE COLLECTION”**

**(Including all Funding Sources, Programs and Entities)**

**RFP NO: 2013-037-00-00-MEG**

**HIDALGO COUNTY**  
**“FRANCHISE SOLID WASTE COLLECTION”**  
**RFP NO: 2013-037-00-00-MEG**

**EVALUATION CRITERIA**

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit “B” attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

**Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:**

**Cost Fees**

- 1 In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers the Consumer the lowest cost.

**Experience with similar projects** The Contractor must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

- 2
- Knowledge with multiple entities
  - Experience with Counties

**Understanding of Project**

- 3
- Demonstrate an understanding of the scope of services
  - Contractors Responsibilities

**Current workload and ability to commence various requested collection sites simultaneously**

- 4 The Contractor must maintain adequate personnel to cover all assignments

**Thoroughness:**

- 5
- Did Contractor include all related documentation required for this project
  - Contractor must submit a timeline of events with the RFP

**Comments/Rationale for Points:** \_\_\_\_\_  
\_\_\_\_\_

**HIDALGO COUNTY**  
**"SOLID WASTE COLLECTION"**  
**RFP NO: 2013-037-00-00-MEG**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Cost Fees.</b>	<b>(25)</b>	
In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers the Consumer the lowest cost.	(25)	
> Lowest Cost to the consumer	0-25	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>2. Experience of Project Team/Ability to Commit Resources:</b>	<b>(25)</b>	
The Contractor must address knowledge and experience of working with multiple entities, such as counties, cities, etc.	(25)	
> Knowledge with multiple entities	0-10	
> Experience with Counties	0-15	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>3. Understanding of Project</b>	<b>(20)</b>	
> Demonstrate an understanding of the scope of services	0-10	
> Contractors Responsibilities	0-10	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>4. Current workload and ability to commence various requested projects simultaneously</b>	<b>(20)</b>	
> The Contractor must maintain adequate personnel to cover all assignments	0-20	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>5. Thoroughness:</b>	<b>(10)</b>	
> Did Contractor include all related documentation required for this project	0-5	
> Contractor must submit a timeline of events with the RFP	0-5	
Comments/Rationale for points:	<b>TOTAL:</b>	=====
<b>TOTAL SCORE</b>		=====

Provider: \_\_\_\_\_

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

**DRAFT**

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
SOLID WASTE  
IN THE COUNTY OF HIDALGO, TEXAS**

\_\_\_\_\_, 2013

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
SOLID WASTE IN THE COUNTY OF HIDALGO, TEXAS**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into on \_\_\_\_\_, 2013 to be effective as of \_\_\_\_\_, 2013, (the "Effective Date") by and between \_\_\_\_\_, a Texas \_\_\_\_\_ (the "Service Provider"), and the County of Hidalgo, Texas (the "County").

WHEREAS, Service Provider responded to notices for Request for Proposal (RFP) for: "Solid Waste Disposal Services"; and

WHEREAS, Service Provider submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Proposal (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFP") and;

WHEREAS, in recognition of and in consideration of Service Provider's agreement to perform such services in accordance with Specifications within Exhibit "A" Request for Proposal (RFP) Procurement Packet, the Commissioners Court of County awarded the Company.

WHEREAS, the County, subject to the terms and conditions set forth herein desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of residential Solid Waste (as such terms are defined herein) within the County exclusive of all areas within incorporated and extra territorial jurisdiction of any incorporated city or municipality located within the County.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the County hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bulky Item** - Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and tree trimmings.

**Bundles** - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

**Business Day** - Any day that is not a Saturday, a Sunday or holiday.

**Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

**Container** - Any receptacle, including, but not limited to, dumpsters, Roll-outs and Roll-Offs provided to the County by the Service Provider and utilized by a or Residential Unit for collecting Solid Waste or Construction and Demolition Waste. Containers are designed to hold between ninety six (96) gallons and forty (40) cubic yards of Solid Waste or Construction and Demolition Waste.

**Hazardous Waste** - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**Holidays** - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th)

**Landfill** - Any facility or area of land receiving Solid Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**Multi-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Solid Waste.

**Solid Waste** - Solid Waste resulting from or incidental to, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

**Residential Unit** - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

**Roll-Off** - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

**Roll-Out** - A Container with ninety-six (96) gallons of capacity. Each residential unit utilizing service hereunder is required to utilize at least one container.

**Single-Family Residential Unit** - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Solid Waste.

**Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(38) regardless of whether such waste is mixed with or constitutes Recycling Materials.

**White Good** - Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

## SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The County hereby grants to the Service Provider, in accordance with the applicable to statutes regulations of the State of Texas and the United States governing the collection, hauling and disposal of Solid Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Solid Waste Materials over, upon, along and across the present and future roads, alleys, bridges and public properties within the County exclusive of all areas within incorporated and extraterritorial jurisdiction of any incorporated City or municipality located within the County (the "Service Areas").

## SECTION 3. TERM, TERMINATION AND PERFORMANCE EVALUATION.

### a. Term and Extensions.

This Agreement shall be effective as of the Effective Date and, unless it is terminated earlier pursuant to its terms, shall continue in effect for a period of \_\_\_ months from the Effective Date of this Agreement plus any extensions mutually agreed to by the County and the Service.

### b. Termination.

#### 1. Right to Terminate.

This Agreement may be terminated without cause by the County, for cause or convenience, by providing ninety (90) days written notice to the non-terminating party. Notwithstanding the foregoing, the County may terminate this Agreement if the County determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights of Way are maintained in good order throughout the term of this Agreement, or termination is in the public interest when Service Provider is utilizing the Public Rights of Way in a manner the County deems is inconsistent with the public use of the County's Public Rights of Way without providing prior notice to the Service Provider. If the County chooses to act pursuant to this authority it shall notify the Service Provider of its decision within three days of the termination of this Agreement.

#### 2. Rights upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

### c. Performance Evaluation.

In order to: (i) assure that the Service Provider is complying with the terms of this Agreement, and (ii) promote a sharing of information between the County and the

Service Provider, the County may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the County shall notify the Service Provider of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Service Provider pursuant to subsection c. 2(ii) below. Unless specifically waived by the Commissioners Court of County attendance of the Service Provider's duly authorized representative at these meetings shall be mandatory.
2. Within thirty (30) days from receipt of such notification, the Service Provider shall file a report with the County that is certified by a representative of the Service Provider knowledgeable of the operations of the Service Provider within the Service Area in reasonable detail, specifically addressing, a minimum, the following areas:
  - (i) documentation that all of Service Provider's vehicles used in accordance with this Agreement have been properly inspected for compliance with safety standards in the State of Texas, and evidence of permitting of vehicles for the hauling of Solid Waste;
  - (ii) any other topic deemed material or relevant by the County for its enforcement of this Agreement.
3. All reports to be prepared under this subsection and submitted by the Service Provider shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty four (24) months before the time of the performance evaluation.
4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, County may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. Service Provider shall make reasonable effort to provide such additional information to County prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, Service Provider shall notify County in writing explaining the reasons for any delay.

#### SECTION 4. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Solid Waste, (i) generated and accumulated by Residential Units, and (ii) placed within Containers by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the Service Area (the "Services").

B. Nature of Operations. The County hereby grants to the Service Provider, in accordance with the all applicable statutes and regulations governing the collection, hauling and disposal of Solid Waste Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the present and future county roads, alleys, bridges and public properties within

the Service Provider. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

## **SECTION 5. SERVICE PROVIDER'S DUTIES AND OBLIGATIONS.**

It shall be the duty and obligation of Service Provider to perform the following services:

A. Provisions of Equipment and Facilities. Service Provider agrees to furnish trucks, equipment, machinery, tools, personnel, labor, disposal, and any and all other items necessary and sufficient to fulfill its obligations under this Contract, at its own expense, to adequately, efficiently and properly collect and transport Solid Waste, Bulky Items and Bundles and other refuse from residential properties within the Service Area in a systematic, clean, healthful and sanitary manner.

B. Disposal of Refuse. Service Provider will dispose of in a legal manner all Solid Waste, Bulky Items and Bundles and other refuse collected. All vehicles used by Service Provider for the collection of Solid Waste, Bulky Items and Bundles and other refuse shall be protected at all times while in transit to prevent leakage or the blowing or scattering of refuse onto the public roads of County or property adjacent thereto. Further, such vehicles shall be clearly marked with Service Provider's telephone number and name in letters and numbers not less than four (4) inches in height.

## **SECTION 6. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

Excess Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Solid Waste Materials placed inside the Roll-Outs provided by the Service Provider. Solid Waste Material in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion.

## **SECTION 7. MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

The Service Provider will collect Solid Waste from Multi-Family Residential Units. The Service Provider shall only be responsible for collecting, hauling and disposing of Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Multi-Family Units' Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services.

## **SECTION 8. BULKY ITEMS AND BUNDLES.**

Pre-Arranged Collections. The Service Provider will, up to once per calendar quarter, collect Bulky Items and Bundles from each Single-Family Residential Unit at the time designated in the regular pick-up schedule, as designated by the Service Provider; provided, that (i) the Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed two (2) cubic yards in total

volume or have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and disposing Bulky Items and Bundles from those Single-Family Residential Units that have complied with this Section 9.A.

#### **SECTION 9. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

#### **SECTION 10. RATE ADJUSTMENT.**

Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 12.A., at any time during the term of this Agreement, the Service Provider may petition the County for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations due to, or directly resulting from, among other things, increased fuel costs, ad valorem taxes, or revised federal, state or local laws, ordinances or regulations. At the time of any such petition, the Service Provider shall provide the County with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.

#### **SECTION 11. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human waste, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

#### **SECTION 12. ENFORCEMENT.**

If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from Residential Units utilizing such Containers.

#### **SECTION 13. PROCESSING, BILLING AND FEES.**

A. Quarterly Statement. On a quarterly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 11 hereto from all Residential Units requiring the collection, hauling and disposal of Solid Waste within the Service Area and to provide a statement of such charges each quarterly to the County (the "Quarterly Statement"). Thereafter, the Service Provider will remit to the County an amount equal to a franchise fee equal to \_\_\_\_\_ percent (5%) of the amount set forth in the Quarterly Statement. Such remittance shall be made by the Service Provider on or before the 15th day of each month (for the immediately preceding quarterly's service) commencing on \_\_\_\_\_.

B. Bad Debt; Unpaid Rates/Fees. The County agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider reserves the right to terminate Service to those Residential Units that are in default until they have paid in full.

#### **SECTION 14. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Solid Waste placed outside of the Containers by any Residential Unit.

#### **SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.**

Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely place a Container as directed in Sections 6 and 7 hereto, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Solid Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Solid Waste. The Service Provider will also provide written notice in English and Spanish to the Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Solid Waste shall indicate the nature of the violation and shall indicate the correction required in order that such Solid Waste may be collected.

#### **SECTION 16. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement.

#### **SECTION 17. CUSTOMER SERVICE.**

A. Office Hours. Service Provider's local telephone shall be staffed so that customers can make complaints, requests for information, requests for service, etc. during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding legal holidays. Service Provider agrees to secure an annual listing in a local Telephone Directory under the name by which it conducts business in the community.

B. Office Personnel. Service Provider's office shall have a responsible person in charge during collection hours on collection days and shall be equipped with sufficient attendants to receive telephone calls. Attendant(s) shall respond to calls in a courteous manner within the following twenty-four (24) hour period.

C. Managing Agent. Throughout the term of the Agreement, Service Provider shall establish and maintain an authorized Managing Agent and shall designate in writing to the County the

name, telephone number, and address of such agent to whom all notices may be served by the County of complaints received from citizens of the Service Area.

D. Service Complaints. All service complaints shall initially be directed to Service Provider and shall be resolved within twenty-four (24) hours.

E. Notification of Complaints. The County shall notify Service Provider of each complaint reported to the County in order for the Service Provider to take whatever reasonable steps are necessary to remedy the cause of the complaint. Service Provider shall notify the County of its disposition within twenty-four (24) hours after receipt of the complaint.

F. Notification of Procedures. Service Provider shall notify all customers about procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collection, procedures, etc. Notice is to be in the form of printed matter distributed by Service Provider to all premises served by Service Provider in both English and Spanish at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by the County prior to distribution, such approval to not be unreasonably withheld, conditioned or delayed.

G. Non-collection. It is understood and agreed by and between the County and Service Provider that if any customer maintains improper or inadequate containers for the nature, volume, or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Service Provider may refrain from collecting all or a portion of such refuse and shall notify the customer of the reason for such non-collection.

H. Dangerous Animals. Employees of Service Provider shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Service Provider shall immediately notify the County and owner or tenant of same, in writing, of such condition and of Service Provider's inability to make collection.

I. Hazardous Weather. Service Provider may cancel a portion or all of a scheduled service day due to hazardous weather conditions, and shall notify the County, in writing, of such cancellation.

J. New Sets; Upgrades. The Service Provider shall designate one day each week when the Service Provider will deliver containers to customers establishing a new account for service and to customers upgrading or downgrading their service level.

## **SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Solid Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the County that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the County's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The County shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

**SECTION 19. VEHICLES AND EQUIPMENT.**

Vehicles used by the Service Provider for the collection, hauling and disposal of Solid Waste shall be protected at all times while in transit to prevent the blowing or scattering of Solid Waste onto the County's public roads, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height.

**SECTION 20. DUE CARE.**

The Service Provider shall exercise due care and caution in providing the Services so that the County's public and private property, including roads and parking areas, will be protected and preserved.

**SECTION 21. PERSONNEL AND PERFORMANCE STANDARDS.**

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will ensure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

**SECTION 22. INSURANCE COVERAGE.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

Coverage	Limits of Liability
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Bodily Injury Liability (except automobile)	\$500,000 per occurrence; \$1,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$500,000 per occurrence; \$500,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$500,000 per person; \$1,000,000 per occurrence
(6) Automobile Property Damage Liability	\$500,000 per occurrence

Upon the County's request, the Service Provider shall furnish the County with a certificate of insurance verifying the insurance coverage required by this Section 24.

**SECTION 23. INDEMNITY.**

The Service Provider agrees to indemnify and hold harmless the County and its agents, elected officials, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the County, its agents, elected officials, employees, officers and servants.

**SECTION 24. TERMINATION.**

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

**SECTION 25. FORCE MAJEURE.**

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 26. GOVERNING LAW.**

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

**SECTION 27. ACCESS TO SERVICE PROVIDERS BOOKS AND RECORDS.**

During the term of this Agreement Service Provider shall allow employees or representatives of the Hidalgo County Auditor's Office access to all books and records related to this Agreement during normal business hours. Further, Service Provider will allow the Hidalgo County Auditor's Office access to its books and records for at least three (3) years following termination of this Agreement. Failure of Service Provider to allow access to or provide records as required under this Agreement is a material breach of this Agreement.

**SECTION 28. MISCELLANEOUS.**

- A. Multiple Originals. This Agreement may be executed in multiple originals, each of which shall be deemed for all purposes to be an original, and all of which are identical.
  
- B. Notices. Notices by either party to the other party shall be sufficient if sent by certified mail, postage paid, return receipt required, addressed to the other party at the addresses designated below each party's signature hereunder.

C. Attorneys Fees. The prevailing party in any suit, action or proceeding arising out of or involving the enforcement, interpretation or application of this Agreement shall be entitled to recover all reasonable attorneys' fees incurred in connection with such action, suit or proceeding.

D. **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).

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WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

SERVICE PROVIDER:

COUNTY OF HIDALGO, TEXAS

302 W. University Dr.

Edinburg, Texas 78539

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

Its: \_\_\_\_\_

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

Name: Ramon Garcia County Judge

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

ATLAS HALL & RODRIGUEZ, LLP

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

Stephen L. Crain

**DRAFT**

**EXHIBIT A**

**DRAFT**