



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 318-2629**

**MEMORANDUM**

(Department's Approval)

**TO:**

Hon. A.C.Cuellar, Commissioner  
 Hidalgo County Precinct No. 1  
**ATTN: Raul Lozano/Katia Garcia**  
 Hon. Joe Flores, Commissioner  
 Hidalgo County Precinct No. 3  
**ATTN: Mingo Villarreal/Norma Ceballos**  
 Martin Ramirez, Coordinator  
 Hidalgo Co. Environmental Compliance Dept.

Hon. Hector "Tito" Palacios, Commissioner  
 Hidalgo County Precinct No. 2  
**ATTN: Ricardo Cuellar/Yolanda Cisneros**  
 Hon. Joseph Palacios, Commissioner  
 Hidalgo County Precinct No. 4  
**ATTN: Marcos Lopez/Gloria Beltrán**  
 Guadalupe "Lupe" Trevino  
 Hidalgo County Sheriff's Office  
 Attn: Capt. Richard Ozuna/Juan Tapia

**FROM:** Sandra Montalvo, Buyer II  
 Hidalgo County Purchasing Department

**DATE:** November 18, 2013

**RE: Approval or Disapproval of Specifications for: Bid No. -2013-307-00-00-SMA-Hidalgo County-"Tire Disposal Services"**

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY:  Yes /  No /

BUDGET ACCOUNT #: 31100-432-00-121-001-0-421

	<u>Raul Lozano</u>	<u>Pct. 1</u>	<u>11/19/13</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than, **November 19, 2013, @ 10:00 a.m.****

Enclosures

# REQUEST FOR BIDS

HIDALGO COUNTY

*“Tire Disposal Services”*

**BID OPENING DATE: \_\_\_\_\_, 2013**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical location: 2802 S. Business Highway 281 - Administration Building  
Postal/Mailing: 2812 S. Business Highway 281  
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for “HIDALGO COUNTY –TIRE DISPOSAL SERVICES” in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: “**BID-2013-307-00-00-SMA-HIDALGO COUNTY-TIRE DISPOSAL SERVICES**” and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 18, 2013.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-307-00-00-SMA-“HIDALGO COUNTY-TIRE DISPOSAL SERVICES”.**

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

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

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

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

**Hidalgo County Auditor's Office**  
**2808 S. Bus. Hwy 281**  
**Edinburg, Texas 78539**  
**Attn: Elizabeth Cano**  
**956-318-2511**

17. **SCHEDULE OF EVENTS**

**Bid Opening, 9:30 AM** \_\_\_\_\_, **2013**  
 Award of Contract \_\_\_\_\_, 2013  
 Commence Work or Deliver Products \_\_\_\_\_, 2013

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

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

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

19. **ETHICAL STANDARDS:**

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

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which

arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.
30. 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.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY**  
**“TIRE DISPOSAL SERVICES”**

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

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

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

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

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County**  
***"Tire Disposal Services"***  
***Bid No. 2013-307-00-00-SMA***

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**1. OVERVIEW:**

The purpose of this solicitation is to solicit sealed bids to establish a vendor to provide Tire Disposal Service with a state-registered/approved facility for Hidalgo County on an as needed basis. All services shall be provided in accordance with the specifications contained herein.

**2. SCOPE**

Hidalgo County disposes of scrap tires from its operations and from collection of tires illegally disposed of on its right of ways and easements. The majority of these scrap tires are from illegal disposal of tires. County sanitation crews collect these tires daily and the county disposes of them in an authorized manner using TCEQ authorized vendors.

These specifications govern the pickup, removal, and disposition of waste tires (herein called removal services) on an as needed basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's eight (8) locations. Vendors will provide pricing for tire transport and disposal based on accepting tires in 53 foot long box trailer and/or 30 yard containers. Pricing per tire based on sizes is inappropriate since the majority of tires disposed of by the county are generated from cleanup of tires disposed illegally on county right of ways. These tires can vary from passenger vehicle tires to large transportation vehicle/agricultural/off road vehicle tires.

**3. APPLICABLE LAWS AND STANDARDS:**

Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies including, but not limited to:

- 3.1 Texas Administrative Code (TAC), Title 30, Part 1, Chapter 328, Subchapter F, Management of Used or Scrap Tires.
- 3.2 Texas Administrative Code (TAC), Title 30, Part 1, Chapter 330, Municipal Solid Waste.
- 3.3 Texas Health & Safety Code, Chapter 361, Solid Waste Disposal Act.

**4. VENDOR QUALIFICATIONS: The Vendor shall be:**

- 4.1. An established company engaged in the business of transporting used tires and scrap rubber tire pieces for a minimum of two years within the last three years, handling at a minimum each year 10,000 STU, each equal to 20 pounds of tire material
- 4.2. Registered by the TCEQ as a Scrap Tire Transporter and shall provide registration documents
- 4.3 Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. Hidalgo County reserves the right to request a copy of the Vendor's audited or un-audited financial statement

When financial statements are requested, Hidalgo County will review the Vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. Hidalgo County will be the sole judge in determining the sufficiency of the Vendor's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

- 4.3.1. Balance sheets.
- 4.3.2. Net working capital.
- 4.3.3. Current asset ratio.
- 4.3.4. Liquidity ratio.
- 4.3.5. Auditor(s) notes.

**EXHIBIT "A"**  
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4.3.6. Any notes to the financial statements.

**5. VENDOR REQUIREMENTS:** The vendor shall:

- 5.1. Adhere to the Hidalgo County Terms and Conditions identified on the solicitation.
- 5.2. Provide a designated POC for Hidalgo County to contact for all service requirements.
- 5.3. Provide all labor, equipment, materials and supplies required to perform the service requirements.
- 5.4. Obtain, maintain and comply with all federal and local licenses and permits, regulations or ordinances required for the disposition or recycling of scrap tires and tire pieces.
- 5.5. Comply with TCEQ's Scrap Tire Management of Used or Scrap Tire Regulations contained in TAC 30, Part 1, Chapter 328, Subchapter F, which includes as a minimum the following:
  - 5.5.1. A vehicle used for transporting scrap tires, including trailers, shall be operated safely and marked on both sides and the rear using numbers and letters at least two-inches tall. The identification shall include the name and location of the business and the TCEQ registration number (Ref. Section 328.54(d)).
  - 5.5.2. Vendor shall maintain records using a manifest system as required in 328.58 and notify the generator of any changes to a manifest (Ref. Section 328.57(c)(2)(4)).
  - 5.5.3. Vendor is required to submit an annual report of the manifest information to the TCEQ. This annual report lists the number of tires collected from each generator and the number of tires delivered to each authorized facility (Ref. Section 328.57(e)).
  - 5.5.4. Vendor shall not stockpile more than 500 scrap tires. Tires shall be hauled to an authorized facility such as a permitted landfill or a registered scrap tire facility (Ref. Section 328.57(c)(3)).
- 5.6. Ensure that used or scrap tires or tire pieces are transported to a TCEQ permitted landfill or an authorized scrap tire facility in accordance with TAC 30, Part 1, Chapter 328.54(c), Subchapter F.
  - 5.6.1. Landfills are permitted by TCEQ to accept only split, quartered, or shredded tires for disposal. No whole tires are allowed to be landfilled except for off-the-road tires used on heavy equipment. Any permitted municipal solid waste landfill site may store or process whole tires or tire pieces. Storage or processing activities shall be specified in a landfill's permit. A separate permit is not required within the permit boundary at a municipal solid waste landfill site
  - 5.6.2. Scrap Tire Facilities are processing operations that shred, bale, recycle or recover energy from scrap tires. Scrap tire facilities shall complete and sign an application to register with the TCEQ and submit an annual report. Scrap tire facilities that store more than 500 tires shall also register as a storage site
- 5.7. Submit current copies of required licenses, registrations and permits to Hidalgo County for the duration of the purchase order. The vendor shall maintain each license, registration and permit as Hidalgo County may at anytime during the contract period request a current copy of a license, registration or permit.
- 5.8. Not charge Hidalgo County for disposal fees, weight measurements, or installation, removal, maintenance, theft or use of storage receptacles. Disposal fees are negotiated between vendor and authorized facilities.

**6. SERVICE REQUIREMENTS/SPECIFICATIONS:** The vendor shall:

- 6.1. Provide and maintain storage receptacles of the type and size necessary to meet the service requirements for the Hidalgo County locations designated by Hidalgo County Precincts.
- 6.2. Complete each service request within 14 calendar days from date of verbal and/or written notification for pick-up, unless otherwise mutually agreed upon.

**EXHIBIT “A”**  
**Specifications/Requirements**  
**Hidalgo County**  
**“Tire Disposal Services”**  
***Bid No. 2013-307-00-00-SMA***

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- 6.3. Remove storage receptacles from specified locations within seven (7) calendar days after notification in writing by Hidalgo County for cancellation of service at the specified location(s).
- 6.4. Remove whole tires from rims if required by Hidalgo County
- 6.5. Load scrap tires and tire pieces from stockpiles into vendor’s own transport containers or vehicles at locations where Hidalgo County has not requested storage receptacles, removing all water from the inside tire casings and pieces prior to loading.

***VENDOR NOTE: Hidalgo County will not provide personnel or equipment to load tires where the vendor has not provided a storage receptacle.***

- 6.6. Transport all scrap tires to a TCEQ permitted landfill or an authorized scrap tire facility.
- 6.7. Provide to Hidalgo County the Manifest so that Hidalgo County can maintain a record of each individual load of used or scrap tires or tire pieces hauled off from their business location. The vendor shall complete the manifest including the number and type of scrap tires removed from the Hidalgo County location and delivered and the locations of any whole used or scrap tires removed from the load and delivered. The vendor shall maintain a manifest record of each individual collection and delivery. The vendor shall sign the manifest acknowledging that the information on the manifest is true and correct (Ref. Section 328.58(b)).
- 6.8. Make sure the authorized facility accepting the delivery of the used or scrap tires or tire pieces complete the information on the manifest pertaining to the authorized facility identification and number or weight of tires or tire pieces accepted for delivery. A representative of the authorized facility shall sign the manifest acknowledging that the information on the manifest is true and correct (Ref. Section 328.58(c)).
- 6.9 Ensure that Hidalgo County receives the completed manifest within 60 days after the scrap tire or tire pieces were transported off-site (Ref. Section 328.58(d)). Each county department or precinct shall receive the final copy of the manifest.

**7. MEASUREMENT OF SCRAP MATERIALS (and/or by weight)**

- 7.1. When requested by Hidalgo County, report the number of whole passenger, truck, and oversized tires picked up.
- 7.2. When requested by Hidalgo County report the net weight of the material removed as determined by deducting the tare weight from the gross weight.
  - 7.2.1. Gross weight is the total weight of transport vehicle, with all its equipment, all passengers and driver, and the material payload and its containers.
  - 7.2.2. Tare weight is the total weight of the empty transport vehicle including all equipment, empty containers, and all passengers and driver.
- 7.3. Weight measurements shall be conducted at the vendor’s expense on a public scale bearing a current and valid Texas Department of Agriculture Weights and Measure approval seal. Hidalgo County will not reimburse vendor(s) for this cost.
- 7.4. Hidalgo County reserves the option to have the weight measurement be conducted in the presence of a designated Hidalgo County representative.

**8. SAFETY:** The vendor shall provide their personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to, wearing hard hats, safety shoes, goggles, etc.

**EXHIBIT "A"**  
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**Hidalgo County**  
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**9. RESPONSIBILITIES:** Hidalgo County will:

- 9.1 Provide a designated Martin Ramirez, Environmental Compliance Coordinator as Point of Contact. Each county department or precinct will also provide a name of the point of contact at their facility for vendor.
- 9.2 Deliver scrap tires and tire pieces to vendor if vendor's facility is located within Hidalgo County using county owned containers or provide space for vendor supplied collection container at county facilities
- 9.3. Request service only when vendor provided storage receptacles are projected to be full.
- 9.4. Separate non-rubber materials from scrap rubber stockpiles.
- 9.5. Complete the Generator section of a manifest for each load.

**10. INVOICING INSTRUCTIONS:** The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached. The original and one copy of the invoice shall be mailed to the address shown on the purchase order and shall include the following:

- 10.1. Purchase order number.
- 10.2. Vendor EIN.
- 10.3. Date, time and location of each service.
- 10.4. Address for location of service.
- 10.5. Documentation for each load shall include either the number of tires by size category or the following:
  - 10.5.1. Copies of certified weight ticket(s).
  - 10.5.2. Gross weight of loaded vehicle.
  - 10.5.3. Net weight of scrap tires and tire pieces payload.
  - 10.5.4. Destination where material was unloaded.
- 10.6. A completed Manifest.
- 10.7. Invoices must be submitted to each department.
- 10.8. Invoice prices shall correspond to the unit prices as bid.

**11. POST AWARD MEETING:** Vendor(s) may be required to attend a post award meeting with Hidalgo County within ten calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the service contract document and to discuss specific service requirements/specifications

**12.** Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

**13. BID AWARD:**

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

**14. INSURANCE:**

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance requirements. Refer to Exhibit "C" for specific insurance requirements.

**15. PERFORMANCE OF CONTRACT**

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County**  
***"Tire Disposal Services"***  
***Bid No. 2013-307-00-00-SMA***

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**16. SUBCONTRACTOR:**

Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

**17. TERM OF CONTRACT**

15.1 Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions.

15.2 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 delays in award of new bid for next contract term.

15.3 In the event Hidalgo County has not obtained another service contract by the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-month basis until such time as a new contract is awarded.

**18. TERMS AND CONDITIONS OF SERVICE:**

- 1) Removal services shall be on an "as needed basis". The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within fourteen (14) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period*. County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.
- 2) Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.
- 3) The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.
- 4) Hidalgo County Precincts 1, 2, 4 and Sheriff's Office will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an as-needed basis. Any schedule changes must be approved by the respective County department(s).
  - a) Mondays-Precinct No. 1
  - b) Wednesdays-Precinct No. 2
  - c) Fridays-Precinct No. 4
  - d) Tuesdays and Thursdays-as needed-Precinct No. 3 and other County departments.
- 5) The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County**  
***"Tire Disposal Services"***  
***Bid No. 2013-307-00-00-SMA***

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- a) The department(s) may notify your office;
- b) Vendor may check with the respective department(s); or
- c) Vendor's driver(s) can verify the need during their route.

**19. LOCATIONS OF COLLECTION SITES**

Hidalgo County currently has a total of EIGHT (8) Tire Collection sites. The following are the physical directions to said sites:

- 1) **PRECINCT NO. 1:**
  - a) Mercedes - 3 miles South on Mile 1 East off Business 83.
  - b) Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; 2 Mile North on Mile 12 West.
  - c) Donna - 3 Miles South on F.M. 493 off Business 83; 2 Mile East on Mile 42 West.
  - d) Monte Collection Site- – FM 88 & MILE 20 on MILE 5 1/2
- 2) **PRECINCT- NO. 2:**
  - a) 1 Mile East of South Tower Rd. on El Gato Rd.
- 3) **PRECINCT –NO. 3:**
  - a) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; 3 Mile West on Old Military Hwy.
- 4) **PRECINCT- NO. 4:**
  - a) Edinburg - Doolittle Road North of East Richardson Blvd.
- 5) **SHERIFF'S OFFICE**
  - a) **Edinburg-Motorpool-711 Cibolo Road**

**20. ADDITIONAL INFORMATION:**

All costs and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY

**REQUEST FOR CLARIFICATIONS:**

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

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) BY NO LATER THAN, Wednesday, month 00, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, month 00, 2013 by 5:00 p.m.**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-13-307-00-00**

THIS CONTRACT is made and entered into this \_\_Day of , 20\_\_ by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_ "Company").

WHEREAS, Company responded to advertised notices for bids for **“Tire Disposal Services”**, as more particularly described in Exhibit “A”(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" (“Vendor’s Bid”) respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective \_\_\_\_\_, **20**\_\_\_\_\_ and ending on \_\_\_\_\_, **20**\_\_\_\_. Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year under same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. In the event Hidalgo County has not obtained another service contract by the expiration date of the term of contract, Hidalgo County at its discretion may extend the contract on a month-to-month basis until such time as a new contract is awarded.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo  
Attn: County Judge  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written

notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. 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).

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

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_

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

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

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

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, LLP

By: \_\_\_\_\_  
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: \_\_\_\_\_

**DRAFT**

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

**DRAFT**

**EXHIBIT "B"**  
**VENDOR'S BID**

**DRAFT**

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

**DRAFT**

Zimbra

evangelina.garcia@co.hidalgo.tx.us

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**Fwd: Review of service contract document for the "Tire Disposal Services" project**

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**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Wed, Nov 20, 2013 11:23 AM  
**Subject :** Fwd: Review of service contract document for the "Tire Disposal Services" project  
**To :** Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Good Job!!!

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**From:** "Steve Crain" <scrain@atlashall.com>  
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Sent:** Wednesday, November 20, 2013 11:26:37 AM  
**Subject:** RE: Review of service contract document for the "Tire Disposal Services" project

The draft contract is fine.

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**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Wednesday, November 20, 2013 11:15 AM  
**To:** Steve Crain  
**Cc:** Evangelina Garcia  
**Subject:** Fwd: Review of service contract document for the "Tire Disposal Services" project

Mr. Crain:  
Please review and comment as to form.  
Marty

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**From:** "Evangelina Garcia" <[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)>  
**To:** "Martha Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Cc:** "Sandra Montalvo" <[sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us)>  
**Sent:** Wednesday, November 20, 2013 10:41:03 AM  
**Subject:** Review of service contract document for the "Tire Disposal Services" project

Marty:  
Please forward to legal for their review and approval as to form of document so that the assigned buyer can proceed with the bidding process of project.

Thank you

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