



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

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

From: Sandy Suarez, Buyer II  
Hidalgo County Purchasing Department

Date: April 09, 2014

Re: Approval of Specifications for Hidalgo County  
Bid No. 2014-119-00-00-SGS - "Pick up of Used Oil - Filters and Antifreeze"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark DISAPPROVE, please make any and all modifications necessary to the Specifications and send back the revised copy to the designated Buyer in the Purchasing Department via e-mail.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

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

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

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: Room Revenue

Martin Ramirez Martin Ramirez 06/05/14  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,  
VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later  
than Wednesday April 16, 2014 at 4:00p.m.**

Enclosures



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 292-7612

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: Hon. A.C. Cuellar, Jr., Commissioner  
 Hidalgo County Precinct 1  
 Attn: Raul Lozano / Katia Garcia

To: Hon. Hector (Tito) Palacios, Commissioner  
 Hidalgo County Precinct 2  
 Attn: Ricardo Cuellar/ Yoli Cisneros

To: Hon. Joe, M. Flores, Commissioner  
 Hidalgo County Precinct 3  
 Attn: Norma Ceballos

To: Hon. Joseph Palacios, Commissioner  
 Hidalgo County Precinct 4  
 Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

From: Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department.

Date: April 9, 2014

Re: Approval or Disapproval of Specifications for: RFB NO.: 2014-119- Hidalgo County (All Funding Sources, Programs and Entities) - "PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"

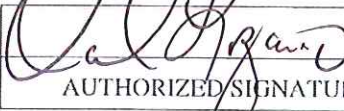
Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: *county will generate revenue / no fiscal impact to county.*

	<i>Raul Lozano</i>	<i>Pct. 1</i>	<i>4/9/14</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) Please return by Wednesday, April 16, 2014, by no later than 4:00 p.m.

Enclosures



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 292-7612

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: Hon. A.C. Cuellar, Jr., Commissioner  
 Hidalgo County Precinct 1  
 Attn: Raul Lozano / Katia Garcia

To: Hon. Hector (Tito) Palacios, Commissioner  
 Hidalgo County Precinct 2  
 Attn: Ricardo Cuellar/ Yoli Cisneros

To: Hon. Joe, M. Flores, Commissioner  
 Hidalgo County Precinct 3  
 Attn: Norma Ceballos

To: Hon. Joseph Palacios, Commissioner  
 Hidalgo County Precinct 4  
 Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

From: Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department.

Date: April 9, 2014

Re: Approval or Disapproval of Specifications for: RFB NO.: 2014-119- Hidalgo County (All Funding Sources, Programs and Entities) - "PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary 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# 4860.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>	2014 APR 22 AM 11 35
APPROVED WITH MODIFICATIONS		

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: \_\_\_\_\_

	RICARDO CUELLAR	REB, SALES, PARTS	4-22-14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) Please return by Wednesday, April 16, 2014, by no later than 4:00 p.m.**

Enclosures

HIDALGO COUNTY  
 PRECINCT NO. 2  
 COMPOUND

Pct 2



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 292-7612

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

**To:** Hon. A.C. Cuellar, Jr., Commissioner  
 Hidalgo County Precinct 1  
**Attn:** Raul Lozano / Katia Garcia

**To:** Hon. Hector (Tito) Palacios, Commissioner  
 Hidalgo County Precinct 2  
**Attn:** Ricardo Cuellar/ Yoli Cisneros

**To:** Hon. Joe, M. Flores, Commissioner  
 Hidalgo County Precinct 3  
**Attn:** Norma Ceballos

**To:** Hon. Joseph Palacios, Commissioner  
 Hidalgo County Precinct 4  
**Attn:** Marcos Lopez / Gloria Beltran / Veronica Lopez

**From:** Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department.

**Date:** April 9, 2014

**Re:** Approval or Disapproval of Specifications for: RFB NO.: 2014-119- Hidalgo County (All Funding Sources, Programs and Entities) - "PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If specifications are NOT met, make any and all modifications necessary 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# 4860.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: 4-1200-431-00-123-005-0-692

	Joe M. Flores	Pct#3	4/15/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) Please return by Wednesday, April 16, 2014, by no later than 4:00 p.m.**

Enclosures



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 292-7612

**MEMORANDUM**  
 (APPROVAL OF SPECIFICATIONS)

To: **Hon. A.C. Cuellar, Jr., Commissioner**  
 Hidalgo County Precinct 1  
 Attn: Raul Lozano / Katia Garcia

To: **Hon. Joe, M. Flores, Commissioner**  
 Hidalgo County Precinct 3  
 Attn: Norma Ceballos

From: Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department.

To: **Hon. Hector (Tito) Palacios, Commissioner**  
 Hidalgo County Precinct 2  
 Attn: Ricardo Cuellar/ Yoli Cisneros

To: **Hon. Joseph Palacios, Commissioner**  
 Hidalgo County Precinct 4  
 Attn: Marcos Lopez / Gloria Beltran / Veronica Lopez

Date: **April 9, 2014**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2014-119- Hidalgo County (All Funding Sources, Programs and Entities) - "PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"**

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary 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# 4860.

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

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

(Specify) \_\_\_\_\_

BUDGET ACCOUNT NO: \_\_\_\_\_

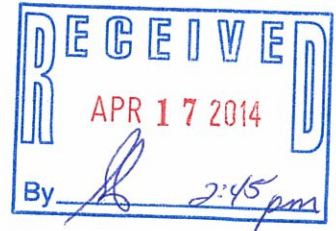
<i>Román Rodríguez</i>	<i>Román Rodríguez</i>	<i>Road &amp; Bridge</i>	<i>4/10/14</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) Please return by Wednesday, April 16, 2014, by no later than 4:00 p.m.**

Enclosures



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



# MEMORANDUM

(Approval of Specifications)

**TO:** Captain Richard Ozuna  
 Hidalgo County Sheriff's Office

**ATTN:** Juan Tapia, Procurement Specialist

Via email: [richard.ozuna@hidalgoso.org](mailto:richard.ozuna@hidalgoso.org)  
[juan.tapia@hidalgoso.org](mailto:juan.tapia@hidalgoso.org)

**FROM:** Sandy Suarez, Buyer II  
 Hidalgo County Purchasing Department

**DATE:** April 9, 2014

**RE:** Approval of Specifications for: RFB No.: 2014-119-00-00-SGS-HIDALGO COUNTY -  
 "PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"

Please review the following 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# 4860.

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

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

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

	Richard Ozuna	Hidalgo Sheriff's Office	4-17-14
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than Wednesday, April 16, 2014 @ 4:00 P.M.**

Enclosures

Zimbra

sandy.suarez@co.hidalgo.tx.us

---

**Re: RFB No.: 2014-119- " Pick up Used Oil-Filters and Anti-Freeze"  
Confirmation to additions & changes to Specs.**

---

**From :** Martin Ramirez

Fri, Jun 06, 2014 09:50 AM

&lt;martin.ramirez@mail.hchd.org&gt;

**Subject :** Re: RFB No.: 2014-119- " Pick up  
Used Oil-Filters and Anti-Freeze"  
Confirmation to additions & changes  
to Specs.**To :** Sandy Suarez

&lt;sandy.suarez@co.hidalgo.tx.us&gt;

Sandy

I am in agreement with the additions and changes made to the Used  
Oil Collection RFB.

Martin Ramirez, Environmental Coordinator  
Hidalgo Co. Executive Office  
2818 S. Bus. 281  
Edinburg, TX 78539  
Main Line: (956) 318-2980  
Office:(956) 292-7000 ext. 4082  
E-mail: martin.ramirez@hchd.org

----- Original Message -----

From: "Sandy Suarez" &lt;sandy.suarez@co.hidalgo.tx.us&gt;

Sent: 6/5/2014 3:32:02 PM

To: "Martin Ramirez" &lt;martin.ramirez@mail.hchd.org&gt;

Subject: RFB No.: 2014-119- " Pick up Used Oil-Filters and Anti-Freeze"  
Confirmation to additions & changes to Specs.

Mr. Ramirez,

I'm sorry to bother you again. I need a favor please can you please confirm that you are in agreement to the additions and changes that I made to the Specifications. Especially the term of contract that was changed from one (1) year to a total of three (3), one year terms at the same rate, terms and conditions, this will be at the County's sole discretion to do so.

Any questions or concerns, please let me know.

--

Respectfully,  
*Sandy Suarez, Buyer II*  
Hidalgo County Purchasing Department  
2802 S. Bus Hwy. 281  
Edinburg, TX. 78539  
(956) 318-2626 ext. 4860  
(956) 292-7612 fax  
[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)

---

EXHIBIT "A"  
HIDALGO COUNTY  
(all funding sources, programs & entities)  
"PICK UP USED OIL- FILTERS AND ANTIFREEZE"  
RFB NO.: 2014-119-00-00-SGS

**SCOPE OF WORK:**

Hidalgo County desires to contract for the collection, recycling and/or disposal services for used oil, used oil filters, anti-freeze, and absorbents (including drip pads, rags, oil contaminated soil and/or granular oil absorbents) at six (6) locations throughout Hidalgo County. The Contractor shall reimburse Hidalgo County for all used oil collections. There will be a minimum service of once per month or on an "as needed basis". If a request is made to the Contractor by any of the County facilities, the Contractor will collect the materials within 24 hours of the notification.

Locations to be serviced					Estimated Annual Collection (per location)			
	Place		Address	Ph.	POC	Used Oil (gallons)	Used Oil Filters (55 gallon drum)	Antifreeze (55 gallons)
1	Precinct 1	Maintenance Shop	1902 Joe Stephens Ave. Weslaco, Texas 78596	968-8733	Oscar Garcia	1,200	8	8
2	Precinct 2	County Wide Main. Shop	301 E. State St. Pharr, Texas 78577	787-1891	Roque Cavazos	1,200	36	8
3	Precinct 3	Road & Bridge Main. Shop	8310 W. Mile 7 Road Mission, Texas 78574	585-4509	Saul Ramirez	1,200	24	8
4	Precinct 4	Main. Shop &	1102 N. Doolittle Edinburg, Texas	383-3112	Roman Rodriguez	4,800	24	8
5		Citizen Solid Waste collection Ctr.	1051 N. Doolittle Road Edinburg, Texas					
6	Sheriff's Office	Main. Shop	711 El Cibolo Road Edinburg, Texas	383-8114	Richard Ozuna	2,550	24	8

**A Pre-Bid Conference** has been scheduled for: **Month 00, 2014 at 0:00 A. M.**

Location: 2802 S. Business Hwy 281 Edinburg, TX. 78539; Hidalgo County's- New Administration Building.

Please confirm attendances and the number of attendees via email to: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us).

**SPECIFICATIONS:**

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

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

**Containers**

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

EXHIBIT "A"  
HIDALGO COUNTY  
(all funding sources, programs & entities)  
"PICK UP USED OIL- FILTERS AND ANTIFREEZE"  
RFB NO.: 2014-119-00-00-SGS

---

The contractor will also provide appropriate containers such as 55-gallon drums or equivalent in good condition with closeable lids for used oil filters, anti-freeze and absorbents. All containers used by contractor will meet federal and state standards for use with used oil along with used oil filters, antifreeze, and absorbents. All containers will be provided by the contractor at no cost to the county. Full containers of used oil filters, antifreeze, and absorbents will be collected and replaced by an empty container of same capacity within 24 hours of a pick up request by the County.

Manifests or Invoices

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

- Contractor's Name, address, and phone number
- Contractor's TCEQ and EPA Identification Numbers
- Driver's name, Signature, and Valid drivers' license number for receipt of materials
- Name of Hidalgo County facility and address
- Name and signature of Hidalgo County facility personnel releasing materials
- Types of materials Collected (used oil, used oil filters, antifreeze and/or absorbents)
- Quantity Collected in gallons or containers (must indicate size of container)
- Collection Date and Time
- Disposal/Recycling facility name, address, telephone number, TCEQ/EPA identification number and,
- Name and signature of person receiving materials
- A copy of the manifest and/or invoice must be left with Department upon each pick up of material.

\*\*Revenue

- Proceeds will be due thirty (30) days after initial pick up. Hidalgo County reserves the right to terminate the contract for continued remittance of past due proceeds.
- Bidder(s) must provide manifest and/or invoices of each collection site to coincide with payment. and a copy of Proceeds must be sent to User Department, notifying them that it has sent.

**Payments must be submitted to the Hidalgo County Treasurer's Office at: 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.**

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

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

**TERMS & CONDITIONS:**

1. The term of contract is for one (1) initial year with the sole discretion of the County to extend for an additional two (2); one (1) year terms at the same rate, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any

EXHIBIT "A"  
HIDALGO COUNTY  
(all funding sources, programs & entities)  
"PICK UP USED OIL- FILTERS AND ANTIFREEZE"  
RFB NO.: 2014-119-00-00-SGS

---

action.

4. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.
5. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
6. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.
7. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
8. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
9. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
10. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.
11. Hidalgo County reserves the right to award to **One or MULTIPLE bidders** per department (Pct location) if the County determines it is in its best interest to do so.
12. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with thirty (30) days written notice prior to cancellation.
13. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
14. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.
15. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
16. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such**

EXHIBIT "A"  
HIDALGO COUNTY  
(all funding sources, programs & entities)  
"PICK UP USED OIL- FILTERS AND ANTIFREEZE"  
RFB NO.: 2014-119-00-00-SGS

---

**charges or expenses shall be passed on to HIDALGO COUNTY.**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by NO LATER THAN Wednesday, Month 00, 2014 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, Month 00, 2014 BY 5:00 P.M.**

DRAFT

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

(All funding sources, programs & entities)

**“Pick Up of Used Oil-Filters and Antifreeze”**

**Bid No: 2014-119-00-00-SGS**

**BID OPENING DATE:**

**MONTH 00, 2014**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539

956 318-2626

Form HCPD-03



1. Sealed bids will be received for **“HIDALGO COUNTY (all funding sources, programs & entities) – PICK UP OF USED OIL- FILTERS AND ANTIFREEZE”** 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 and or/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: **"RFB No. 2014-119-00-00-SGS-“HIDALGO COUNTY (all funding sources, programs & entities)-PICK UP OF USED OIL - FILTERS AND ANTIFREEZE”** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MONTH 00, 2014.**

**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 RFB No.-2014-119-00-00-SGS- “HIDALGO COUNTY (all funding sources, programs & entities) –PICK UP OF USED OIL-FILTERS AND ANTIFREEZE”.**

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

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

of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:  
Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
  - . Invoices must include:
    - a) Name and address of successful bidder
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)
    - d) Notation - **“HIDALGO COUNTY (all funding sources, programs & entities)- PICK UP OF USED OIL- FILTERS AND ANTIFREEZE”**

Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County**  
 Mr. Ray Eufrazio, County Auditor  
 2808 So. Business Hwy 281, New Administration Building  
 Edinburg, TX 78539  
 (956) 318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 A.M.</b>	<b>MONTH 00, 2014</b>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. 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 & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

## 20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIO 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 hereunder, 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 the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like,

arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

Bid  
for  
**HIDALGO COUNTY**  
**(All funding sources, programs & entities)**  
**“PICK UP OF USED OIL- FILTERS AND ANTIFREEZE”**  
**BID NO.: 2014-119-00-00-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business 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: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT  
C-14-119-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_ Day of \_\_\_\_, 2014 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_ "Company").

WHEREAS, Company responded to advertised notices for bids for **"USED OIL, OIL FILTER AND ANTIFREEZE"**, 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 described in Exhibits A and B 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 \_\_\_\_\_, **2014** and ending on \_\_\_\_\_, **2015**. Hidalgo County at its sole discretion may elect the option to 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.

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 Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against sequentially numbered detailed manifest or invoices for each collection submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets. Contract number to be referenced on each manifest or invoices.

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. 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.

16. 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.

17. 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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. 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 \_\_\_\_\_, 2014.

**COUNTY OF HIDALGO**

**ATTEST:**

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
Office of Criminal District Attorney

APPROVED BY COMMISSIONERS 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

**RE: Draft Contract-Used Oil, Oil Filter And Antifreeze-RFB**

**From :** Josephine L. Ramirez  
<josephine.ramirez@da.co.hidalgo.tx.us>

Mon, May 06, 2013 11:57 AM  
1 attachment

**Subject :** RE: Draft Contract-Used Oil, Oil Filter And Antifreeze-RFB

**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

**Cc :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

**Reply To :** josephine ramirez  
<josephine.ramirez@da.co.hidalgo.tx.us>

Marty/Vangie,

I made one more change to the signature line. Please see attached. Otherwise, its ready to go.

Thanks.



Josephine Ramirez Solis  
Assistant Criminal District Attorney  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*  
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us) AND DELETE THE COMMUNICATION.**  
\*\*\*\*\*

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]  
**Sent:** Monday, May 06, 2013 11:47 AM  
**To:** josephine.ramirez  
**Subject:** Fwd: Draft Contract-Used Oil, Oil Filter And Antifreeze-RFB

Ms. Josie:  
Read Vangie's comments below and re-sign the attached document, please.  
Thanks,  
Marty

---

**From:** "Evangelina Garcia" <[evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)>  
**To:** "Martha L. Salazar" <[martha.salazar@co.hidalgo.tx.us](mailto:martha.salazar@co.hidalgo.tx.us)>  
**Cc:** "Elena Gomez" <[elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us)>  
**Sent:** Friday, May 3, 2013 4:19:41 PM  
**Subject:** Draft Contract-Used Oil, Oil Filter And Antifreeze-RFB

Marty:

I found an error on the draft contract that you sent to Ms. Josie at the District Attorney's Office for her review as to form of the contract document including the specifications. The error was on the title where the attorney signs which I had Mr. Crain's name and title instead of Ms. Josie. I corrected the information therefore can you please forward to Ms. Josie again for her review for approval.

Thank you

---

 **Used Oil - Draft Contract.doc**  
41 KB

---

EXHIBIT "A"  
HIDALGO COUNTY  
(all funding sources, programs & entities)  
"PICK UP USED OIL- FILTERS AND ANTIFREEZE"  
RFB NO.: 2014-119-00-00-SGS

**SCOPE OF WORK:**

Hidalgo County desires to contract for the collection, recycling and/or disposal services for used oil, used oil filters, anti-freeze, and absorbents (including drip pads, rags, oil contaminated soil and/or granular oil absorbents) at six (6) locations throughout Hidalgo County. The Contractor shall reimburse Hidalgo County for all used oil collections. There will be a minimum service of once per month or on an "as needed basis". If a request is made to the Contractor by any of the County facilities, the Contractor will collect the materials within 24 hours of the notification.

**PLEASE UPDATE**

Locations to be serviced					Estimated Annual Collection (per location)			
	Place		Address	Ph.	POC	Used Oil (gallons)	Used Oil Filters (55 gallon drum)	Antifreeze (55 gallons)
1	Precinct 1	Maintenance Shop	1902 Joe Stephens Ave. Weslaco, Texas 78596	968-8733	Oscar Garcia	1,200	8	8
2	Precinct 2	County Wide Main. Shop	301 E. State St. Pharr, Texas 78577	787-1891	Roque Cavazos	1,200	36	8
3	Precinct 3	Road & Bridge Main. Shop	8310 W. Mile 7 Road Mission, Texas 78574	585-4509	Saul Ramirez	1,200	24	8
4	Precinct 4	Main. Shop &	1102 N. Doolittle Edinburg, Texas	383-3112	Roman Rodriguez	4,800	24	8
5		Citizen Solid Waste collection Ctr.	1051 N. Doolittle Road Edinburg, Texas					
6	Sheriff's Office	Main. Shop	711 El Cibolo Road Edinburg, Texas	383-8114	Richard Ozuna	2,550	24	8

**SPECIFICATIONS:**

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

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

**Containers**

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

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

EXHIBIT "A"  
HIDALGO COUNTY  
(all funding sources, programs & entities)  
"PICK UP USED OIL- FILTERS AND ANTIFREEZE"  
RFB NO.: 2014-119-00-00-SGS

---

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

Manifests or Invoices

Bidder(s) must provide manifest and/or invoices of each collection site to coincide with payment and payment must be submitted to the Treasure's Office (2812 S. Bus. Hwy 281 Edinburg, Texas 78539) and a copy sent to the User Department.

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

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

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

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

**TERMS & CONDITIONS:**

1. The term of the contract is **one (1) year initial period. With no options to extend** **Change term ?**
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

EXHIBIT "A"  
HIDALGO COUNTY  
(all funding sources, programs & entities)  
"PICK UP USED OIL- FILTERS AND ANTIFREEZE"  
RFB NO.: 2014-119-00-00-SGS

---

6. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
7. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
8. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
9. Hidalgo County reserves the right to **award to One or MULTIPLE bidders** per department (Pct location) if the County determines it is in its best interest to do so.
10. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with thirty (30) day@s written notice prior to cancellation.
11. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals may be considered a probable cause for disqualification
12. Hidalgo County reserves the right to add or delete sites and/or fire extinguishers /equipment and/or services during the term of the contract under the same rates and conditions.
13. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
14. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**ADDITIONAL INFORMATION:**

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by NO LATER THAN Tuesday, MONTH 00, 2014 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY MONTH 00, 2014 BY 5:00 P.M.**