



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: Hon. A.C. Cuellar, Commissioner
 Hidalgo County Precinct No. 1

ATTN: Raul Lozano & Katia Garcia

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

Date: October 10, 2014

Re: RFSQ No. 2014-374-00-00-SGS-Approval of Specifications for Hidalgo County Precinct No. 1-
 "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1-CITIZEN COLLECTION STATIONS"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If the modified specifications are NOT met, make any and all additional modifications necessary and return the revised copy to 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 checked="" type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 4-1100-432-00-121001-0-421

	<u>Raul Lozano</u>	<u>Hidalgo County Precinct 1</u>	<u>10-10-14</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, AS SOON AS POSSIBLE, BUT NO LATER THAN 4:00 P.M. TODAY! VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us

Enclosures

REVISED-EXHIBIT "A"

Specifications/Requirements

Hidalgo County Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations"

Bid No.: 2014-374-00-00-SGS

I. SCOPE OF SERVICES:

Hidalgo County is soliciting competitive sealed bids for the services of the disposal and/or pick up of loose solid waste material from Hidalgo County Precinct 1, Sunset Park. All services will be on an "As Needed Basis". The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No.1, throughout the term of the contract.

II. SPECIFICATIONS/REQUIREMENTS

1. Bidder must identify the landfill site and/or Transfer Station to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas Commission on Environmental Quality (TCEQ). In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill and/or Transfer Station business.
2. The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill and/or Transfer Station site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials disposal. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.
3. Bidder will accept solid waste from the following location: Precinct No.1, Sunset Park. A copy of Bidder's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Bidder will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste from Precinct No. 1, Sunset Park title to such waste will be transferred to Bidder, and Bidder will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Bidder agrees, by accepting waste from County hereunder, that such waste is of a class or type which Bidder may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.
4. Bid will be based on a low bid per-ton-of-loose-waste-basis.
5. Landfill and/or Transfer Station facility site must be within a fifteen (15) mile radius from Sunset Park.
6. Location of landfill and/or Transfer Station site and related incremental hauling costs to the County will be a considering factor in determining the lowest and best bid.
7. Bidder acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials disposal. County, by its execution of this Agreement, does not represent that it will deliver any waste to Bidder
8. This Agreement is for the acceptance and disposal of solid waste materials for Precinct No. 1, Sunset

REVISED-EXHIBIT "A"

Specifications/Requirements

Hidalgo County Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations"

Bid No.: 2014-374-00-00-SGS

Park only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No. 1.

III. TERMS AND CONDITIONS:

1. Contract term will be for one (1) year of services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.
6. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.
 - a) a \$500,000 general liability policy with limits of at least \$100,000/3000,000 in accordance with the Texas Tort Claims Act;
 - b) Workers compensation insurance as required by applicable law;
 - c) Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
 - d) Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
 - e) Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.
7. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto.

REVISED-EXHIBIT "A"

Specifications/Requirements

Hidalgo County Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations"

Bid No.: 2014-374-00-00-SGS

8. Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
9. 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.
10. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
11. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

ADDITIONAL INFORMATION:

- 1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
- 2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, **October 00, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 00, 2014 by 5:00 p.m.**

Bid No: 2014-374-11-00-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860
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REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

**“DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO.
1 CITIZEN COLLECTION STATIONS**

BID OPENING DATE:

NOVEMBER, 00 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1-“DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS”** 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-2014-374-11-00-SGS- HIDALGO COUNTY PRECINCT NO. 1-“DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, on or **before 9:30 a.m. WEDNESDAY, NOVEMBER 06, 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 REQUEST FOR BIDS-2014-374-11-00-SGS RFB-HIDALGO COUNTY PRECINCT NO. 1 – “DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS”.** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid 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 PRECINCT NO. 1 - "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS"** 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 Precinct No. 1
 A.C. Cuellar, Jr., Commissioner
 1902 Joe Stephens Ave
 Weslaco, Texas 78596
 ATTN.: Accounts Payable (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	NOVEMBER 00, 2014
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. 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 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.

Bid
For
HIDALGO COUNTY PRECINCT NO. 1
“DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN
COLLECTION STATIONS”
BID NO.: 2014-374-11-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
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 Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations"

Bid No.: 2014-374-00-00-SGS

I. SCOPE OF SERVICES:

Hidalgo County is soliciting competitive sealed bids for the services of the disposal and/or pick up of loose solid waste material from Hidalgo County Precinct 1, Sunset Park. All services will be on an "As Needed Basis". The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 1, throughout the term of the contract.

II. SPECIFICATIONS/REQUIREMENTS

1. Bidder must identify the landfill site to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business. *TRF station*
2. The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal. *TRF station*
3. Bidder will accept solid waste from the following location: Precinct No. 1. A copy of Bidder's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Bidder will not accept "Special Waste," as that term is defined in 30 T.A.C. '330.2. Upon receipt and acceptance of the waste from Precinct No. 1, title to such waste will be transferred to Bidder, and Bidder will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Bidder agrees, by accepting waste from County hereunder, that such waste is of a class or type which Bidder may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations. *sunset park*
4. Bid will be based on a low bid per-ton-of-loose-waste-basis.
5. Landfill/facility site must be within a fifteen (15) mile radius from Sunset Park. *TRF station*
6. Location of landfill/site and related incremental hauling costs to the County will be a considering factor in determining the lowest and best bid. *TRF station*
7. Bidder acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Bidder *collection sites*
8. This Agreement is for the acceptance and disposal of solid waste materials for Precinct No. 1 only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No. 1. *sunset park*

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations"

Bid No.: 2014-374-00-00-SGS

III. TERMS AND CONDITIONS:

1. Contract term will be for one (1) year of services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.
6. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.
 - a) a \$500,000 general liability policy with limits of at least \$100,000/3000,000 in accordance with the Texas Tort Claims Act;
 - b) Workers compensation insurance as required by applicable law;
 - c) Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
 - d) Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
 - e) Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.
7. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto.

EXHIBIT "A"

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Hidalgo County Precinct No. 1

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9. 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.
10. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
11. All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

ADDITIONAL INFORMATION:

- 1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
- 2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, October 00, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 00, 2014 by 5:00 p.m.