

HIDALGO COUNTY PRECINCT NO. 1

SPECIFICATIONS

FOR

**BRUSH PICK-UP, TRANSPORTING AND
PROCESSING/DISPOSAL SERVICES**

BRUSH PICK UP, TRANSPORTING AND PROCESSING/DISPOSAL SERVICES

Provide Hidalgo County Precinct No. 1 Brush Pick-up Transporting and Processing/Disposal Services .

SCOPE OF WORK Hidalgo County Precinct No. 1, upon Hidalgo County Commissioners' Court approval will select awarded contractor will be required to provide the following services including, but not limited to, the following:

- a) Provide collection service no less frequently than _____(monthly) for pick-up of bulk brush from **HIDALGO COUNTY PRECINCT NO. 1's storage site.**
- b) Be responsible for safely and legally transporting brush to an end user/recycler/disposal point of your choice.
- c) Providing reports to Hidalgo County Precinct No. 1 on brush pick-up and drop off.

Hidalgo County Precinct No. 1's intent and requirements of this RFB are to provide for pickup, transportation and processing/disposal of brush collected from households located within Precinct No. 1. **Hidalgo County Precinct No. 1 crews collect approximately _____ cubic yards of brush per week.**

HIDALGO COUNTY PRECINCT NO. 1 desires to see brush beneficially reused by the contractor. Therefore, Hidalgo County Precinct No. 1 is willing to give brush to the contractor and is seeking a 'no cost' contract if possible. Hidalgo County Precinct No. 1 will consider paying for brush pickup, transporting, processing/disposal if no zero cost bids are received. Therefore, this RFB contains provisions for a fee for service agreement.

The specifications contained within this RFB document are designed to establish an effective, efficient, uniform and safe system of Brush Pick-up, Transportation and Processing/Disposal services that provides for the following intended purposes.

- a) Establish and maintain a continuous and uniform level of brush collection services.
- b) Hidalgo County Precinct No. 1's intent is to provide coordinated services to maximize beneficial reuse of brush if possible while minimizing costs to Hidalgo County Precinct No. 1 residents.

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any

obligations with respect to his Bid or to the Contract. The Hidalgo County Precinct No. 1 shall make all such documents available to the Bidder.

The Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to Hidalgo County Precinct No. 1.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

COMPETENCY OF BIDDER

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. Hidalgo County Precinct No. 1 reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

Hidalgo County Precinct No. 1 shall require submission with the Bid of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- (a) An itemized list of the Bidder's equipment available for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Bidder is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its Bid is accepted.
- (d) Evidence, in form and substance satisfactory to Hidalgo County Precinct No. 1, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual hauling experience as a going concern.

In the event that Hidalgo County Precinct No. 1 shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

(a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents

(b) Evidence, in form and substance satisfactory to Hidalgo County Precinct No. 1, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents

(c) Evidence, in form and substance satisfactory to Hidalgo County Precinct No. 1, that Bidder's experience as a going concern in the hauling business.

(d) Such additional information as will satisfy the Hidalgo County Precinct No. 1 that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 12 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

(a) Evidence of collusion among Bidders

(b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted

) Default on a previous municipal contract for failure to perform

14. BASIS OF THE BID

Bids for brush pick-up, transporting and processing/disposal are solicited on the basis of cost per cubic yard.

15. QUANTITIES

Hidalgo County Precinct No. 1 estimates that the quantity of bulk brush generated is approximately 40 cubic yards per week. Currently, there is a stockpile of approximately _____cubic yards on hand. The brush is stored at _____

17. DISPOSAL SITES

The Bidder is to process/recycle/reuse/dispose of brush at a site or sites of his choice. The Bidder shall indicate on the Bid the name and location of the site(s) which the Bidder intends to use to perform the Contract. Further, the Bidder shall provide evidence reasonably satisfactory to the Hidalgo County Precinct No. 1 that the Bidder, if awarded the Contract, will have the right to use said site(s) under and for the duration of the Contract.

BRUSH PICK-UP, TRANSPORTATION AND PROCESSING/DISPOSAL SERVICES

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Brush - All tree trimmings, dead trees, or branches thereof. [note: may need to modify definition if there are stumps, large trunks, etc.]

2.00 SCOPE OF CONTRACT

2.01 Hidalgo County Precinct No. 1 is requesting bids for the pick-up, transportation and processing/disposal of bulk brush generated by Hidalgo County Precinct No. 1.

All prices shall be firm for a five year period.

The work to be done consists of furnishing all supervision, labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect, transport and process/dispose of brush from Hidalgo County Precinct No. 1's storage site.

Reports & Data - The Contractor shall maintain records as directed by Hidalgo County Precinct No. 1 for a monthly report. The Contractor shall meet with Hidalgo County Precinct No. 1 and shall develop a report form to provide the following information:

1. Date of pickup
2. Estimated cubic yards
3. Processing or disposal site(s)

COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on _____, 2015.

NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin. 11

INDEMNITY

The Contractor will indemnify and save harmless Hidalgo County Precinct No. 1, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of Hidalgo County Precinct No. 1, its officers, agents, servants and employees.

TERM

The contract shall be for a five (5) year period beginning upon the execution of this Contract.

INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage . All insurance shall be by insurers and for policy limits acceptable to the HIDALGO COUNTY PRECINCT NO. 1 and before commencement of work hereunder the Contractor agrees to furnish HIDALGO COUNTY PRECINCT NO. 1 certificates of insurance or other evidence satisfactory to HIDALGO COUNTY PRECINCT NO. 1 to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

BOND

Performance Bond

(a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of the contract for one year and shall be renewed and adjusted each year to the amount of the contract. The bond can only be extended with

the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the Bond.

(b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

(c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Texas.

Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

BASIS AND METHOD OF PAYMENT

Rates

(a) For collection, transporting, processing and disposal services required to be performed pursuant to the specifications, the charges shall not exceed the rates as fixed by the Contract Documents.

Modification to Rates - The rates which are established by contract shall not be changed during the life of the contract. Price adjustments will be allowed by mutual agreement on the basis of unusual changes in Contractor's cost of operation based on revised laws.

Contractor Billings to Hidalgo County Precinct No. 1 – If applicable, the Contractor shall bill Hidalgo County Precinct No. 1 for service rendered within ten (10) days following the end of the month and Hidalgo County Precinct No. 1 shall pay the Contractor on or before the 15th day following the end of such month. All billing and payment shall be based on the rates set forth in the Contract Documents as follows:

a. Payment for Brush pick-up, transporting and processing/disposal service shall be based on the unit rates as established by contract..

11.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of Hidalgo County Precinct No. 1, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.

CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this agreement shall constitute a contract for the pick-up, transporting and processing/disposal of brush; that said Contract shall not constitute a franchise nor shall the same be deemed or construed as such.

OWNERSHIP

Title to Brush materials that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle.

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