

**Bid No: 2017-158-00-00-SMA**

**Buyer : Sandra Montalvo**

**Tel. No: (956) 318-2626 ext. 4865**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY PRECINCT NO. 1**

***“DISPOSAL OF MUNICIPAL SOLID WASTE”***

**BID OPENING DATE: June 00, 2017@ 9:30 a.m.**

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  
REVISED 09/9/16

- 1) Sealed bids will be received for **“HIDALGO COUNTY PRECINCT NO. 1-“DISPOSAL OF MUNICIPAL SOLID WASTE”** 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: **BID NO.: 2017-158-00-00-SMA “HIDALGO COUNTY PRECINCT NO. 1-DISPOSAL OF MUNICIPAL SOLID WASTE”** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, June 00, 2017.**

**NO FACSIMILES, EMAILS 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.: 2017-158-00-00-SMA “HIDALGO COUNTY PRECINCT NO. 1”-DISPOSAL OF MUNICIPAL SOLID WASTE”.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

- 1) Legal Notice (See page 8);
  - 2) Bid Page (See **Exhibit “B”**);
  - 3) Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
  - 4) Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
  - 5) Vendor Bidder Application & W-9 forms (See **Exhibit “E”**);
  - 6) Certification Regarding Debarment (See **Exhibit “F”**); and
  - 7) **SAMS.gov Registration Acknowledgement** (See Number 18 below).
- 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; C) . award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D). award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.
  - 4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible 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 of goods and/or services:**
  - 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

**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 MUNICIPAL SOLID WASTE](#)" 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 Auditor's Office  
2808 S. Business Hwy 281  
Edinburg, TX 78539  
(956) 318-2511

**17) SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.

June 00, 2017

Award of Contract

\_\_\_\_\_, 2017

Commence Work or Deliver Products

\_\_\_\_\_, 2017

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. **All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ [www.sam.gov](http://www.sam.gov).**
- 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) TITLE VI NOTICE/ NONDISCRIMINATION**

- a) County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- b) The appropriate clauses of Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices “A” through “E” are attached as **Exhibit “G.”**
- c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

**20) 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.

**NOTICE:**

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

**21) DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2016, 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 E, 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.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Closser, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**22) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. **In box 3 of Form 1295, you will provide the RFB Project No. (2017-158), as shown on the packet.** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office via email to: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER’S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

- 23)** 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 the County.
- 24)** 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.
- 25)** 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.
- 26)** 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.
- 27)** 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.
- 28)** 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.
- 29)** 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.
- 30)** 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.
- 31)** 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.
- 32)** 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.

**HIDALGO COUNTY PRECINCT NO. 1**  
***“Disposal Of Municipal Solid Waste”***  
**BID NO.: 2017-158-00-00-SMA**

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: \_\_\_\_\_

**EXHIBIT-A**  
*Specifications/Requirements*  
**Hidalgo County Precinct No. 1**  
*“Disposal of Municipal Solid Waste”*  
Bid No.: 2017-158-00-00-SMA

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**I. SCOPE OF SERVICES:**

Hidalgo County is soliciting competitive sealed bids from qualified vendors, 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 this 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 Precinct No. 1- Sunset & Mercedes Citizen collection sites.
- 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. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.
- 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 Park only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No.

**EXHIBIT-A**  
*Specifications/Requirements*  
**Hidalgo County Precinct No. 1**  
*“Disposal of Municipal Solid Waste”*  
Bid No.: 2017-158-00-00-SMA

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**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.
- 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.

**EXHIBIT-A**  
*Specifications/Requirements*  
**Hidalgo County Precinct No. 1**  
*“Disposal of Municipal Solid Waste”*  
Bid No.: 2017-158-00-00-SMA

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- 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.

**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 cost 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 onto Hidalgo County.
- 3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED via-email to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than **Wednesday, month , 2017 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, month 00, 2017 by 5:00 p.m.**

**RE: Review & Approve - Draft Agreement for [Procurment Process] of Disposal of Municipal Solid Waste - Pct 1**

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**From :** Steve Crain <scrain@atlashall.com>

Mon, May 29, 2017 05:34 PM

**Subject :** RE: Review & Approve - Draft Agreement for [Procurment Process] of Disposal of Municipal Solid Waste - Pct 1

1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks OK.

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**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

**Sent:** Thursday, May 25, 2017 1:45 PM

**To:** Steve Crain <scrain@atlashall.com>

**Cc:** Marynel Trevino <mntrevino@atlashall.com>

**Subject:** Fwd: Review & Approve - Draft Agreement for [Procurment Process] of Disposal of Municipal Solid Waste - Pct 1

Good afternoon, Mr. Crain-  
Please review and approve with revision as advised.

Respectfully,

**Leticia H. Saenz, CPPB/Contracts Manager**

Hidalgo County Purchasing Department

2812 South Business Highway 281

Edinburg, Texas 78539

**P**(956) 318-2626 **F**(956) 318-2629

Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)

| ]..DON'T WORRY...BE HAPPY...[ |

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THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**SERVICE CONTRACT**  
**C-17-158-00-00**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **County of Hidalgo, Texas** ("County") and \_\_\_\_\_ ("Company").

**WHEREAS**, Company responded to notices for Request for Sealed Bids (RFB) for "**DISPOSAL of MUNICIPAL SOLID WASTE**" (the "Services"); and

**WHEREAS**, Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto, a copy of such sealed bid is attached hereto as Exhibit "B" and is incorporated herein for all purposes; and;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed 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 agrees that this Contract is entered into in order to provide the Services to **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 contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Precinct No. 1**. 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on \_\_\_\_\_, **2017** and expiring on \_\_\_\_\_, **2018**, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms, (under the same rates, terms and conditions). Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages

and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County: County of Hidalgo  
Attn: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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 acknowledges 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.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this \_\_\_day of \_\_\_\_\_, 2017.

Approved by Commissioner's Court: \_\_\_\_\_, 2017.

**APPROVED AS TO FORM**  
Atlas, Hall & Rodriguez, L.L.P.

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

**COUNTY OF HIDALGO**

**ATTEST:**

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

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

**COMPANY:**

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

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

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

**EXHIBIT “A”**  
**REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET**

DRAFT

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

DRAFT

**EXHIBIT “C”**  
**INSURANCE REQUIREMENTS**

DRAFT