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MEMORANDUM

(Approval of Specifications)

To: Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4

From: Sandy Suarez^{SS}, Buyer II
Hidalgo County Purchasing Department

Date: December 5, 2017

Subject: Approval of Specifications: RFB: 2018-004A –“GARBAGE COLLECTION AT SAN CARLOS CRC”

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 checked="" type="checkbox"/>	

Please change San Carlos CRC to Endowment Center

FUNDS AVAILABILITY: YES / NO / Other
(Specify) _____

BUDGET ACCOUNT #: 7-1100-466-00-124-186-0-421

Maura D. Mayo

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 OR VIA-EMAIL: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN THURSDAY, DECEMBER 7, 2017 @ 10:00 A.M.

Enclosures

**SPECIFICATIONS
EXHIBIT "A"
HIDALGO COUNTY PRECINCT 4
"GARBAGE COLLECTION AT SAN CARLOS ENDOWMENT CENTER"
RFB NO.: 2018-004A-00-00-SGS**

SCOPE OF SERVICE:

Hidalgo County Precinct No. 4, is soliciting competitive sealed bids for the service of "Garbage Collection & disposal" services from certified, licensed Vendors, on an "as needed basis". Vendor will be required to collect; transport and dispose of solid waste (garbage,) **one** (1) day per week, generated by "Hidalgo County Precinct No. 4 - San Carlos Endowment Center", including, but not limited to the following:

SPECIFICATIONS/REQUIREMENTS:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any Response that does not meet the minimum requirements and/or specifications may be rejected.

1. Vendor will be required to provide one (1) waste container - four (4) cubic yard solid (front load) - ****slanted top**, with lid.
 - Approximate dimensions of container: 5'6"L x 6' W x 5'H or equal 4 cubic yds.
 - Container will be in a fenced **Holding Area** that is approximately: 10' L x 10' x 12' W. (See Attachment A-1)

****Slant top preferred, but a four (4) cubic yard container, with flat top, will be taken into consideration, must fit in Holding Area. Indicate dimensions, on Exhibit "B".**

2. Participant must provide the name and location of landfill site to which the solid waste will be delivered and disposed of.
3. **If Participant(s) is not the owner or operator of the landfill site, Vendor must provide copies of documents authorizing Vendor to properly dispose of solid waste is such landfill.**
4. Participant shall provide a copy of current permit for the landfill size issued by the Texas Natural Resource Conservation Commission (TNRCC) evidencing authorization for the disposal of solid waste. Awarded Participant must be in compliance throughout the term of contract.
5. The successful Vendor agrees to abide by all applicable state laws, regulations, and be in compliance with all OSHA and TXDOT's regulations and requirements for the transportation of solid waste materials throughout the term of the contract.
6. Awarded Vendor must present evidence that it possesses all federal, state and local permits necessary to properly conduct and operate a waste collection and disposal business.
7. Participant will provide all labor, machinery and equipment, tools and materials required to render services.

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8. Participant must indicate on the Bid page (Exhibit "B") of any additional fees.
9. Any spillage of waste at any stage of the collection and transportation shall immediately be cleaned and removed by awarded contractor.
10. Upon award, Vendor shall provide a Schedule of Collection Days, to the Department, so that they may choose the day most convenient for them. **Collection time shall be between the hours of 7:00 A.M. and 10:00 A.M.** County personnel will be available to open the premises.

DELAYS

A minimum of **one** (1) delay per month will be acceptable. Awarded Contractor **must** notify Hidalgo County Pct. 4, of any delay(s) with the scheduled pick up time.

A Point of Contact and telephone number shall be provided to the awarded Vendor.

LOCATION OF SERVICES:

Hidalgo County Precinct No. 4
San Carlos Endowment Center
107 North Sunflower
La Blanca, TX. 78558

BILLING STATEMENT:

Awarded Vendor will bill the County on a "monthly basis." The monthly bill and/or statement will be sent to:

Hidalgo County Pct. No. 4 Administration Office
1051 N. Doolittle Rd.
Edinburg, TX. 78542
(956) 383-3112

STANDARD TERMS & CONDITION:

1. Term of contract is for a two (2) year period with the County's option to extend the contract for an additional one (1) year term, under the same rates, terms and conditions.
2. 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. Vendor must have been in business for at least two (2) years.

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4. County reserves the right to award the contract to the responsible participant (s) who submits the lowest and best bid or may reject all bids and issue a new solicitation. If two responsible participants submit the lowest and best; bid will be made to the responsible participant(s) submitting the lowest bid prices for the item(s) as specified.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. County will seek purchases from State awarded vendors whenever it is, its best interest to do so.
7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
8. 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 be cancellation.
9. Hidalgo County reserves the right to award the bid to ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.
10. Hidalgo County reserves the right to add or delete the number of containers and/or increase the size of container, during the term of the contract under the same terms, rates and conditions
11. Have been in business for at least two years.
12. The Participant awarded the contract **shall not engage** the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.
13. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

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14. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or Technicalities, or to accept the quote/bid considered the best and most advantage to the County.
15. Vendor agrees that to the extent an item and/or service is unavailable from Vendor's own inventory, Vendor will be Responsible for locating an alternative Supplier and for providing the product and/or service to Hidalgo County at Bidder's expense.
- 16. All costs and expenses associated with the preparation and submission of (Bids, Proposals, Statement of Qualifications and/or Quotes) shall be responsibility of the Bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

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- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **Attention Sandy Suarez: 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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INQUIRIES & RESPONSES:

All Written Inquiries will be accepted via Email to: sandy.suarez@co.hidalgo.tx.us

No later than, DAY, MONTH 00, 2018 at 5:00 P.M., at (956) 292-7612. Responses to said Inquiries will be sent to all Participants via Email by No Later than DAY, MONTH 00, 2018, by 5:00 P.M.

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