

EXHIBIT "A"
HIDALGO COUNTY
(all funding sources, programs & entities)
"DISPOSAL OF USED OIL, FILTERS AND ANTIFREEZE & OTHER MISC. PRODUCTS"
RFB NO.: 2018-077-00-00-SGS

SCOPE OF WORK:

Hidalgo County is seeking an annual contract from qualified Vendors for collection, removal/disposal services, in accordance with the specifications/requirements herein including, but not limited to the following: Collection, recycling and/or disposal services of used oil, oil filters, anti-freeze, and absorbents (including drip pads, rags, oil contaminated soil and/or granular oil absorbents) at six (6) locations throughout Hidalgo County. Services will be monthly and quarterly basis.

Locations to be serviced					Estimation - Only		
					<u>Annual Collection Per Location</u>		
	<i>Place</i>	<i>Address</i>	<i>Ph.</i>	<i>POC</i>	<i>Used Oil</i> (gallons)	<i>Used Oil Filters</i> (55 gallon drums)	<i>Antifreeze</i> (55 gallons)
1	Precinct 1	Maintenance Shop	1902 Joe Stephens Ave. Weslaco, Texas 78596	968-8733	Richie Moreno	1,200	8
2	Precinct 2	County Wide Main. Shop	329 E. State St. Pharr, Texas 78577	787-1891	Enrique Escamilla	1,200	36
3		Field Operations Facility	4011 So. Veterans San Juan, Texas 78589	787-1891	Eduardo Pacheco		
4	Precinct 3	Road & Bridge Main. Shop	8310 W. Mile 7 Road Mission, Texas 78574	585-4509	Saul Ramirez	1,200	24
5	Precinct 4	Main. Shop	1102 N. Doolittle Edinburg, Texas	383-3112	Roman Rodriguez	1,500	24
6	Sheriff's Office	Maint. Shop	711 El Cibolo Road Edinburg, Texas	383-8114	Capt. Steve Herrera	2,550	24

SPECIFICATIONS/REQUIREMENTS:

The Awarded vendor shall provide all necessary labor, supervision, equipment, and supplies for the removal and disposal of used oil, oil filters, antifreeze and absorbents generated by Hidalgo County facilities. County-owned containers/drums will be included in this service, during the contracted term.

SERVICES NEEDED:

On a monthly basis - Pickup/disposal of used oils.

On a quarterly basis (every three (3) months) - Used filters, anti-freeze and absorbents.

On rare occasions - a second non-scheduled pick up/disposal of used oils (only) & on an "as needed basis".

Upon award, the awarded Vendor shall provide a schedule of the collection day(s) to the Departments, so that they may choose the day of the month most convenient for them. Vendor may establish and coordinate with the utilizing Departments a same day monthly and/or quarterly pickup schedule for the used oil and anti-freeze etc.

In the rare event and if the needed arises, the County will have the option to contact the vendor and arrange a second non-scheduled pick up of used oil during the same month. Vendor must be able to provide this service within five (5) business days of the notification.

DOCUMENTS NEEDED:

Bidder will provide Hidalgo County with necessary documentation, showing compliance with state and federal laws and regulations governing the handling, transport, and disposal and/or recycling of used oil, oil filters, antifreeze and absorbents. Current **copies** of **Permits/Certifications** are to be **enclosed** with Bid response. Copies may be obtained through the TCEQ Website: <https://www.tceq.texas.gov>

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Cost

All Bid(s) will be on a per item basis (i.e. gallons and/or drums), for the full duration of the contract term specified herein. Any/all additional fees should be included in the Bid price (i.e. service charges, stop fees, fuel charges etc.).

Bid Page-Exhibit "B"

Each Section and/or Item on the Bid page shall be thoroughly filled out. Indicate a **"No Bid"** on items not wishing to bid on. Contract will be awarded to the responsible bidder who submits the 'lowest and best bid'.

Recyclables

Awarded Bidder shall accept the recyclables collected in an "as is" condition.

Containers:

Only if requested and needed by County facilities, the contracted Bidder shall provide **empty** containers with closeable lids for collection of used oil. Containers should be in good condition, free of large dents, and be free of rust on the outside surface. Lids and sliding doors should be maintained to open and close freely without binding or hanging and Contractor will insure that they are maintained clean and in good working order. The awarded Bidder will provide appropriate size containers, such as 55-gallon drums or equivalent to, in good condition with closeable lids for used oil filters, anti-freeze and absorbents. All containers/drums provided by the awarded Bidder will meet federal and state standards for use. Full containers/drums of used oil filters, antifreeze, and absorbents will be collected and replaced by an empty container of same capacity within five (5) business days of notification by County.

Manifests or Invoices

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

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

Bidder's Responsibility while Collecting, Loading, or Unloading at County Facilities

The awarded Bidder will be responsible for implementing procedures to protect County property from spills of oil, fuel and/or any other hazardous materials while collecting used oil, used oil filters, antifreeze, and absorbents. They will be responsible for cleanup and appropriate corrective actions to remediate any impacts to county property due to their operations, at no cost to the County.

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TERMS & CONDITIONS:

1. The term of contract is for one (1) initial year with the option to extend for an additional one (1) – one year term at the same rates, terms & conditions and at the discretion of the County.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
4. Provide/meet all Insurance requirements for this project and maintain them throughout the entire contract term (Refer to "limits" on the EXHIBIT "C" for limitations).
5. After bid is awarded and low bidder defaults in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.
6. Hidalgo County may seek purchases from State awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
7. Vendor(s) upon request, shall furnish satisfactory evidence of their ability to furnish services and/or products in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.
8. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
9. The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations of the Federal, State and local government, which may be applicable to the supply of these products and/or services.
10. After the contract is awarded and successful awarded bidder defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
11. Continuing non-performance of the bidder in terms of specifications shall be the basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. The vendor will be given a reasonable opportunity before termination to correct the deficiencies.
12. Hidalgo County reserves the right to award to ONE or to MULTIPLE if the County determines it is in the best interest to do so.
13. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.

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14. Any contract awarded to a successful bidder will be in effect until:
 - a) The contract expires
 - b) Delivery acceptance of product(s) and/or performance of services ordered or
 - c) Terminated by County with thirty (30) days written notice prior to cancellation.

15. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates, terms, and conditions.

16. The bidder(s) awarded the contract cannot engage the services of a subcontractor without the prior written consent of Hidalgo County to perform services hereunder. The successful bidder (s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

17. All costs and expenses associated with the preparation and submission of (bids, proposals, quotes/sealed quotes and Statement of Qualifications) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall not be passed onto 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 the time of price change.

- 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

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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:

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

INQUIRIES:

All written inquiries will be accepted via email to: sandy.suarez@co.hidalgo.tx.us or via Facsimile to (956) 292-7612 no later than Monday, Month 00, 2018 by 5:00 P.M. Responses will be sent to all Participants via E-mail or via Facsimile by no later than Wednesday, Month 00, 2018, by 5:00 P.M.