

PROJECT OVERVIEW:

Hidalgo County has recently experienced major flooding conditions due to torrential rain events including but not limited to 100 Year Event, Tropical Depression/Storms, and/or Hurricanes. As a direct result of these flooding events, it becomes necessary to relieve areas of standing water [types of which are further defined and detailed herein] which cause damage to public property and can lead to conditions that create the need to preserve and/or protect the public health and safety of its residents. Turnkey Dewatering Services can be costly inasmuch as Hidalgo County has a very large rural population area. It is Hidalgo County's intent to secure these turnkey dewatering services at fair and reasonable costs in order to ensure that such expenses do not result in adverse effect by depleting fund balances.

PROJECT DESCRIPTION:

Hidalgo County is soliciting sealed bids from qualified vendors in the county to provide Rental of Vacuum Trucks with Drivers for the Extraction of Water and Related Services from areas needing dewatering due to flooding. Local vendors are sought as an attempt to reduce costs for these services to the county. Vendor shall be responsible for collecting and disposing of water, liquids, sludge, black water, brown water, brackish water, etc. (on an as needed basis) as quickly, efficiently, and as safely as possible when ordered by Hidalgo County.

SPECIFICATIONS AND SCOPE OF WORK/SERVICES:

In a flood emergency, the vendor shall have adequate amounts/sizes of trucks and pumps to accommodate the needs of Hidalgo County as indicated below. Vendor shall maintain records of compliance with health, safety, and environmental regulations and shall ensure that the handling, transport, recycle, reuse and disposal of all products meet state and federal statutes, codes and/or regulations.

- Water Trucks shall be capable of handling water removal work. The equipment shall have the capability of reaching a minimum of 70 feet and a minimum depth of 20 feet from the side embankment.
- The bid rental rates shall include prices for mobilization and demobilization of equipment, and shall include labor to and from the job site including, but not limited, to the following:
- Flood rainwater or brackish water shall be disposed to drainage ditches as directed by Hidalgo County. In the event of a request made by Hidalgo County, the vendor shall dispose of water at other sites [pre-authorized and pre-approved by the County].
- If black or brown water is in question, it will be up to the vendor to dispose of the water. The vendor shall follow all state and federal statutes, codes and/or regulations in the disposal of black or brown water.
- Vacuum truck aluminum tanks [minimum of 130 barrels] shall have capacities ranging from 5000 - 6000 gallons.
- The vendor must have the ability to furnish a minimum of 6 trucks and a maximum of 24 trucks, depending on the situation, to be running simultaneously if necessary, at County's request.
- In a flooding emergency, Hidalgo County has the option to request services 24 hours a day, 7 days a week/ 365 days a year, if/as needed.
- The vendor must possess all state and/or federal licenses, inspections, certifications and permits required for the types of water trucks to be used. All drivers must possess current, valid Texas Commercial Drivers License. Vehicle insurances related to this bid are further detailed on Exhibit "C"- Insurance Requirements contained herein. Upon engagement for services, Hidalgo County will request 24-hour periodic updates stating operational assessments and documentation supporting dates, times, volume, extraction and discharge locations.
- Hidalgo County has the option to utilize the Monitoring Contractor if necessary.

- "Depending on the emergency event, the awarded vendor shall work with Hidalgo County contracted Debris Monitors so as to ensure compliance with state and federal guidelines concerning vacuum truck operations."

DEFINITIONS

Blackwater is used to describe [wastewater](#) containing [feces](#), [urine](#), and flush water from [flush toilets](#) along with [anal cleansing](#) water (if water is used for cleansing) or toilet paper.^[1] It is distinct from [greywater](#) or sullage, the wastewater generated from washing food, clothes, and dishware, as well as from bathing, but not from toilets.^[1]

Brown water: an inland or coastal waterway especially when murky or colored brown by silt, tannins, or pollutants.

Brackish water: (less commonly brack water) is [salt water](#) and fresh water mixed together. It is [saltier](#) than [fresh water](#), but not as salty as [seawater](#). It may result from mixing of seawater with fresh water, as in [estuaries](#), or it may occur in brackish [fossil aquifers](#).

Sludge:

1. Semisolid material such as the type precipitated by sewage treatment.
2. Mud, mire, or ooze covering the ground or forming a deposit, as on a riverbed.

STANDARD TERMS & CONDITION:

1. The term of the contract is for a **one (1) year period** with County's option to renew the contract for an **additional one (1) year** 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 the unforeseen delay in award of new bid for next contract term.
3. County will seek purchases from state awarded vendors whenever it is in its best interest to do so.
4. After a bid is awarded should the successfully awarded contractor default in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.
6. 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 cancellation.
7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. The Contract will be awarded to the qualified responsible Bidder or Bidders submitting the lowest and best bid on the scope of work.
9. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).
10. 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.
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.

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 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) **The 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:

All costs 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 on to Hidalgo County.

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, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO heidi.ortiz@co.hidalgo.tx.us NO LATER THAN, Wednesday, Month 00, 2018, AT 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN 5:00 P.M. Friday, Month 00, 2018.