

REQUEST FOR BIDS

HIDALGO COUNTY

(Including all funding sources, program and entities)

“BIO-HAZARDOUS & MEDICAL WASTE DISPOSAL SERVICES & SUPPLIES RFB No: 2020-001-02-05-YZV

BID OPENING DATE: JUNE 24, 2020

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department**

Contract Specialist Contact Information:

Yolanda Velasquez, Contract Specialist II

Tel: (956) 318-2626 ext. 4881

Yolanda.velasquez@co.hidalgo.tx.us



FORM HCPD-03

- 1) Sealed bids will be received for **Bio-Hazardous & Medical Waste Disposal Services & Supplies** for Hidalgo County (All Funding Sources, Programs and Entities)” in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders (may also be referred to as proposer, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A 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 (pages one-sided, clearly marked **ORIGINAL**), **One (1)** copy of all bids and **One (1)** USB in PDF Format 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.: 2020-209-06-24-YZV Hidalgo County (All Funding Sources, Programs and Entities) “Bio-Hazardous & Medical Waste Disposal Services & Supplies”** Hidalgo County's Purchasing Department with a physical address: 2802 S. Business Hwy 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, on or before 9:30 A.M, **Wednesday, June 24, 2020**.

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 BID.

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 10**);
 2. Bid Page (See **Exhibit “B”**);
 3. Insurance pages with Acknowledgment Forms (See **Exhibit “C”** pages 4 & 5);
 4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
 5. Vendor Bidder Application, W-9, & HUB/DBE (See **Exhibit “E”**);
 6. Certification Regarding Debarment (See **Exhibit “F”**);
 7. (If applicable) – Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (**Exhibit “H”**);
 8. Proposer’s Affidavit (if applicable)(See **Exhibit “J”**); and
 9. SAMS.gov Registration Acknowledgement (See **Number 17** 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 catalog numbers and any necessary references.
- 7) Proposed prices are to remain firm for a minimum of ninety (90) days after the bid opening.
- 8) County reserves the right to accept or reject any or all bids
- 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) Costs are to be net F.O.B., County Prepaid.
- 11) The 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.
- 12) 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.

13) **POST-AWARD DELIVERY INSTRUCTIONS (if applicable)**

- No deliveries accepted after 3:00 P.M., Monday-Friday.(if applicable)
- 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:
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Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

14) **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- RFB No.: **BID No.: 2020-209-06-24-YZV Hidalgo County (All Funding Sources, Programs and Entities)- “Bio-Hazardous & Medical Waste Disposal Services & Supplies”** 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:

15) **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M. June 24, 2020
 Award of Contract July 00, 2020
 Commence Work or Deliver Products _____

16) **HIDALGO COUNTY HOLIDAYS**

2020 YEAR	
New Year's Day	01/01/20
Martin Luther King Day	01/20/20
President's Day	02/17/20
Good Friday	04/10/20
Memorial Day	05/25/20
Independence Day	07/03/20
Labor Day	09/07/20
Columbus Day	10/12/20
Veteran's Day	11/11/20
Thanksgiving Day	11/26&27/20
Christmas Day	12/24&25/20
New Year's Eve	12/31/20

17) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

The County may, and if mandated by statute, shall require a bid bond, performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business in Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- 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.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to the 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.

- 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.**

18) **TITLE VI NOTICE/ NONDISCRIMINATION:**

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat 252, 42, U.S.C. §§2000 to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances- Specific Assurances to prohibit discrimination on other grounds including but not limited to, religion, sex, age and disability. (Title VI-Appendices “A” through “E”) are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
 - “The 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”.
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid.
 - If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

19) **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.

20) **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 “D”**, 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 the 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 the 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. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse (if applicable)

Completion and submission of form CIQ is the sole responsibility of the prospective respondent. Questions regarding compliance should be directed to your legal counsel.

21) **CERTIFICATE OF INTERESTED PARTIES (FORM HB 1295)**

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, a 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 No. 2020-209**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, filled out, signed and submitted to our office via email to yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit a completed Form 1295 may result in the delay of the 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/whatsnew/elf_info_form1295.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 FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

- 22) 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.
- 23) 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.
- 24) 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.
- 25) The 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.
- 26) 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.
- 27) 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.

28) INDEMINIFICATION: 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. The 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 the successful bidder.

- 29) The 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.

- 30) 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.
- 31) 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.
- 32) Respondents shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government address, telephone number and the name of the representative or contact person.
- 33) **CONTRACTS SUBJECT TO FEDERAL AWARD:**
- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, and the provisions of Appendix II to 2 CFR 200, and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
 - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
 - **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (*See* 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (*See* Hidalgo County Policy) "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes.
- 34) **HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:**
The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (*See Exhibit "E"* for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used

when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women’s business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

35) **BOYCOTT ISRAEL VERIFICATION:** In accordance with the Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. *Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:*

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
- 3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification as indicated above. Any Vendor claiming an exception or otherwise unable to make this certification, shall submit an explanation on separate sheet(s). Failure to comply or providing false information may result in rejection of Vendor’s submission. **Vendor shall indemnify and hold harmless the County, its elected officials, employees and agents for reliance on this verification.**

36) **TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS:** By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. County will search a database maintained by the Texas State Comptroller. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.

37) Respondents must provide all applicable documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

REQUEST FOR BID LEGAL NOTICE
For
HIDALGO COUNTY (All Funding Sources, Programs and Entities)

“Bio-Hazardous & Medical Waste Disposal Services & Supplies”

RFB No.: 2020-209-06-24-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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,

Firm:

Address:

By:

Printed Name:

Title:

EXHIBIT “A”
Specifications/Requirements
HIDALGO COUNTY
“Bio-Hazardous and Medical Waste Disposal Services and Supplies”
RFB No.: 2020-209-06-24-YZV

PROJECT OVERVIEW:

Hidalgo County is soliciting bids for the Pickup and Disposal of “*Bio-Hazardous and Medical Waste Disposal Services and Supplies for Hidalgo County Departments*” on an as needed basis but not limited to the following:

SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS:

- 1) Vendor must be registered with the Texas Commission of Environmental Quality (TCEQ) as a transporter of untreated medical waste and insured to handle, transport, treat, and dispose of all applicable biohazard medical waste products.
- 2) Vendor shall have a minimum of three (3) years of experience in the frilled of Medical Waste Removal and Disposal Services. The company should be actively engaged in the service of pick-up and disposal of contaminated infectious, regulated bio-hazardous and /or medical waste.
- 3) Vendor must identify the landfill site to which waste materials are to be delivered. In the event vendor is not the owner or operator of the landfill site, vendor must provide Hidalgo County with copies of documents authorizing vendor to dispose of bio-hazardous medical waste materials in such landfill.
- 4) Vendor must provide a copy of the current permit of the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous medical waste products. In addition, vendor should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous medical waste collection and disposal business.
- 5) All medical waste must be transported and disposed in conjunction with current and existing EPA, OSHA, JCAH, DOT Federal and State of Texas, Texas Commission of Environmental Quality, Local and Federal Regulation’s and Requirements.
- 6) Vendor shall conduct all pick-ups during normal business hours of 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, excluding County Holidays. Vendor(s) will make arrangements with the requesting department before scheduling and/or non-scheduling service to insure county personal will be available to sign the required manifest documents.
- 7) Vendor will be required to collect all medical waste disposal materials generated by the Hidalgo County Adult Detention Facility, **Sheriff’s Office**, Juvenile Probation Department, Health Department, **Hidalgo County Forensic Center**, WIC Program and all mobile clinics or other county departments which may be requested during the term of the contract.
- 8) **VENDOR MUST PROVIDE THE FOLLOWING:**
 - a) Number of CARDBOARD and liners including size and description to be provided by vendor at ***no additional charge***.
- 9) All charges-labor, personnel, service, supervision, administration, reporting, documentation, manifest, cardboard boxes, labels, material, supplies, insurance, licenses permits, equipment, vehicles, pick-up, disposal, transportation shipping, handling fuel surcharges, and all other costs associated with this contract must be included in the flat rates. Delivery and Services will be F.O.B.; Hidalgo County as indicated on each designated purchase order
- 10) The term of the contract will be for a one (1) year with the county’s option to extend an additional two (2) one (1) year at the same rates, terms and conditions **and** may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process..
- 11) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation.
- 12) Hidalgo County reserves the right to award the bid to MULTIPLE vendors if the County determines it is in its best interest to do so.
- 13) Hidalgo County reserves the right to award to a primary and secondary vendor.

- 14) Quantities indicated in bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.
- 15) 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.
- 16) Vendor must submit a complete **manifest and tracking** documentation generated by treatment facility, and that the procedures certify that the manifest is in compliance with state and federal regulations to bio-hazardous medical waste disposal.
- 17) Awarded vendor(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C"- for limits).
- 18) The successful vendor will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
- 19) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.
- 20) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with bid 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.

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.
- 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:

- 1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications, and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
- 2) 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: Yolanda Velasquez, 2812 South Business Hwy. 281, Edinburg, TX 78539.
- 3) **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- 4) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED** via e-mail to yolanda.velasquez@co.hidalgo.tx.us by no later than **Tuesday, June 16, 2020 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email by no later than **Thursday, June 18, 2020 by 5:00 p.m.**

DRAFT

ATTACHMENT "A"

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services and/or Medical Waste"

RFB No.: 2017-157-07-19-FAZ

Waste Pick-up Schedule:

Vendor(s) shall coordinate the medical waste pick-up with each individual department unless a pre-determined schedule has been determined by user department. Note: All pick-ups schedule are subjected to change by Hidalgo County. Below is tentative schedule subject to change by Hidalgo County.

HIDALGO COUNTY WIC PROGRAM			
Contact Person: Margarita Gonzalez – (956) 318-4646			
LOCATIONS/CLINICS		Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Edinburg WIC Clinic 3105 E. Schunior Edinburg, TX	weekly	3 boxes
2.	Mission WIC Clinic 211 S. Schuback Mission, TX	twice a month	3 boxes
3.	Progreso WIC Clinic 5 Mile S. Bus 83 FM 1015 Progreso, TX	every 2 months	3 boxes
4.	Pharr WIC Clinic 1903 W. Knight Pharr, TX	Bi weekly	3 boxes
5.	Hidalgo WIC Clinic 702 Tejano Street Hidalgo, TX	once a month	3 boxes
6.	Alton WIC Clinic 3513 E. Main Ste. 104 Alton, TX	once a month	3 boxes
7.	Donna WIC Clinic 301 S. 8 th Donna, TX	once a month	3 boxes
8.	Sullivan WIC W. Hwy 83 Sullivan, TX	once a month	3 boxes
9.	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
10.	Rio Grande WIC 5404 Brand St Rio Grande City, TX	once a month	3 boxes
11.	Edinburg WIC Mobile 3105 W. University Edinburg, TX	once a month	3 boxes
12.	Edinburg WIC II 113 Dawson Edinburg, TX	once a month	3 boxes
13.	Mission WIC II 722 N. Breyfogle Mission, TX	every 2 weeks	3 boxes
14.	Mercedes WIC 504 S. Texas Mercedes, TX	once a month	3 boxes

15.	McAllen WIC - II 220 S. Bicentennial McAllen, TX	once a month	3 boxes
16.	McAllen WIC - III 3001 S. 23rd, Suite 8 McAllen, TX	once a month	3 boxes
17.	Pharr WIC - II 300 W. Hall Acres, Suite A Pharr, TX	every 3 mo	3 boxes
18.	San Juan WIC Community Center 509 Earling Rd. San Juan, TX	twice a month	3 boxes
19.	San Carlos WIC (San Carlos Community Center) 230 N. 86 th St. East Hwy 107 San Carlos, TX	once a month	3 boxes
20.	Alton WIC - II 3519 S. Main Suite B Mission, TX	once a month	3 boxes
21.	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, TX	twice a month	3 boxes
22.	Weslaco WIC - II 417 S. Oregon Weslaco, TX	once a month	3 boxes
23.	Elsa WIC 708 E. Edinburg Elsa, TX	once a month	3 boxes
24.	Roma WIC 2891 E. Grant Roma, TX	once a month	3 boxes
25.	Alamo WIC Clinic Community Center 1429 S. Tower Road Alamo, TX	once a month	3 boxes

HIDALGO COUNTY HEALTH & HUMAN SERVICES

Scheduled Pick up for Bio Hazards- 2nd and 3rd Wednesday between 1:00 PM and 4:00 PM

**** estimated average of 600 – 2 gallon containers and 100 one quart containers per year****

LOCATION	Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1. Edinburg Clinic 3105 E. Richardson Edinburg, Texas 78539 Phone: (956) 318-2040	once a month	4 boxes
2. Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956) 262-1141	once a month	3 boxes
3. Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956) 843-7463	once a month	3 boxes
4. McAllen Clinic 300 E. Hackberry McAllen, Texas 78501 Phone: (956) 682-6155	once a month	5 boxes
5. Mission Clinic 211 N. Schurebach Road Mission, Texas 78572 Phone: (956) 585-2461	once a month	5 boxes
6. Pharr Clinic 300 E. Hall Acres Pharr, Texas 78577 Phone: (956) 787-1531	once a month	4 boxes
7. Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956) 969-8332	once a month	3 boxes
8. Pulmonary Clinic (South Entrance) 1304 South 25 th Ave Edinburg, Texas 78542 Phone: (956) 387-0118	once a month	4 boxes
9. Central Office - Immunization 1304 S. 25th Edinburg, Texas 78542 Phone: (956) 383-6221	every 3rd month	3 boxes
10. John Austin Peña Substance Abuse Clinic 3341 E. Richardson Edinburg, Texas 78542 Phone: (956) 318-2915	once a month	3 boxes

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT			
Contact Person: Cindy Paslak (956) 587-6200			
LOCATION		Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Texas	once a month	2 boxes
HIDALGO COUNTY SHERIFF'S OFFICE			
Contact Person: Monica Guajardo (956) 383-8114			
LOCATION		Scheduled Service (Weekly, bi-weekly monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Infirmary 701 E. Cibolo Rd. Edinburg, Texas	twice a month	8 boxes
2.	Law Enforcement CSI Office 711 E. Cibolo Rd Edinburg, Texas	monthly	1 box
HIDALGO COUNTY FORENSIC CENTER			
Contact Person: Cristina Espinoza (956) 292-7014			
LOCATION		Scheduled Service (Weekly, bi-weekly monthly etc.)	Estimated Qty. of boxes & liners per location
1.	Forensic Center 3100-A South Business 281 Edinburg, Texas 78539	Bi weekly	20

EXHIBIT “B”

BID PAGE

Hidalgo County

“Bio-Hazardous and Medical Waste Disposal Services and Supplies”

BID No.: 2020-209-06-24-YZV

Description of Box & Liner	Sizes
LANDFILL SITE: (NAME, ADDRESS OF COMPANY: <hr/> <hr/> <hr/>	

FLAT RATE PRICE \$ _____

**Pickup & Disposal of Medical Waste including box & liner
(Schedule or non-schedule)**

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____