

EXHIBIT "A"
Hidalgo County
"Lease and Service of Portable Toilets and/or Showers"
RFB No.: 2021-142-xx-xx-TDL

I. SCOPE OF WORK:

Hidalgo County is seeking qualified vendor(s) to provide sealed bids for **"The Lease and Service of Portable Toilets and/or Showers"** on an **"as needed basis"** as a Turnkey project. The County's goal is to provide clean, non-offensive portable toilets/showers units of sufficient strength and design to ensure complete user safety and privacy.

II. SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is requesting clean & durable portable toilets/showers units on an "as needed basis" and in accordance with the specifications/requirements specified herein. Vendor shall supply toilets/shower units as indicated below to comply with accessibility standards issued under the Americans with Disabilities Act (the "ADA") statutes and regulations. All submittals must be typed in on the Bid Page, no written submittals will be accepted, so as to eliminate any reading errors.

TOILETS: Types of Units requesting:

- a. Portable single toilet unit
- b. ADA Accessible, portable single unit
- c. Trailer Mobile Single Toilet Unit (with ADA Accessibility)
Trailer Mobile Double Toilet Unit (Male/Female) (with ADA Accessibility)
- d. Hand Washing Stations (with ADA Accessibility)

SHOWERS

- a. Trailer Mobile Shower 6-8 stalls with changing area (ADA Accessible)
- b. Outside sink, Mirror (with ADA Accessible)
- c. Water hose and extension chords

All Unit Charges are to be Inclusive (i.e. delivery, set-up, supplies, waste disposal charges etc.)

Performance-includes, but is not limited to the following:

1. The Contractor shall provide portable toilet/shower rentals to be delivered, set up and serviced as requested by County department(s) on an "as needed basis".
2. The Contractor shall designate a single company representative as the contact person for all equipment requests. The designated representative shall advise the County on equipment availability, shall confirm each rental, and shall schedule setup and removal of all equipment ordered under this contract.
3. The Contractor shall identify a contact person with a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental. If a change in the company representative occurs, the Contractor shall immediately notify Hidalgo County.

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4. Hidalgo County reserves the right to inspect and approve all portable toilet/shower units before installation and requires replacement, or removal, of portable toilet/shower units which for any reason are not considered acceptable. All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.
5. Contractor shall immediately replace any units determined by the County to be of unsafe or unsatisfactory condition.
6. Portable toilets/showers shall be standard, flushable and fully stocked with appropriate supplies.
7. Each portable toilet/shower shall display a record of service clearly identifying personnel performing service and date of service.
8. Contractor shall insure that toilet tissue will be placed in all units at the time of service.
9. All units shall be serviced by pumping, cleaning and adding new chemicals and other supplies.
10. Each unit shall be equipped with original equipment or the manufacturers' replacement parts. Units with altered or rigged equipment will not be accepted.
11. Each unit shall be equipped with a working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturers' specification. The seat cover shall be hinged and in working order. All other equipment shall be in working order.
12. The equipment shall meet or exceed all applicable health and safety standards, as well as the accessibility standards issued under the Americans with Disabilities Act (the "ADA"), Code of Federal Regulations (CFR) at 28 CFR parts 35 (title II) and 36 (title III).
13. The equipment shall be subject to crowd traffic and must withstand heavy use.
14. Contractor shall notify County immediately in the case of vandalized unit(s) and vice versa.
15. Contractor shall be responsible for any repair/replacement of unit(s) in the event of damage or loss due to vandalism.
16. Portable toilet/shower units shall be constructed of modern materials that are extremely tough and resist cracking and breaking in extreme heat. Additionally, they shall be impact resistant and bend without breaking to minimize damage of handling and vandalism.
17. All Trailer Mobile Units must be equipped with air Conditioning.
18. Design of the units shall be of modular design to facilitate on-site replacement of components and minimize maintenance or replacement down time.
19. Minor repairs of units will be made on site when possible. Any unit which cannot be repaired

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on site must be exchanged within 48 hours.

20. Units which have been overturned shall be righted by the Contractor at no charge to the County.
21. Interior space shall provide maximum user comfort, sufficient to facilitate tall people, older people and parents with children.
22. Odor free design, the receptacle tank shall be designed to control spillage, leakage and entrap odors. The unit's interior shall be vented sufficiently to assure that the unit is non-offensive.
23. Contractor shall accept full responsibility for the installation and efficient operation of all equipment used.
24. Contractor shall provide an adequate number of personnel to properly service all units.
25. Contractor shall not permit disorderly conduct or violation of any ordinances of the County or Cities in the County or of any State or Federal Law, or of a sort likely to bring discredit upon County.
26. Contractor's employees shall at all times be polite and courteous in the dealings with patrons of County.
27. Contractor is required to have a County representative sign for delivery and pickup of portable toilets/showers.
28. Delivery tickets should be part of invoice submission.

Minimum Standards for Responsible Prospective Vendors:

A prospective vendor must affirmatively demonstrate their responsibility and must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine vendors' ability to meet these minimum standards listed above.

Installation and Removal:

Portable toilets/showers will be installed at locations designated by County; however, title ownership of each unit shall be retained by the Contractor, who shall be responsible for the unit(s) at all times and in all respects. Hidalgo County will not own the unit(s) in conjunction with this contract. Contractor

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shall bear all costs to deliver, install, stock, maintain, repair, service and remove all unit(s) placed under this contract, including replacement unit(s).

Service to County Owned Portable Toilets/Showers

Awarded Contractor shall provide service to all County owned portable toilets/showers and to any additionally acquired portables, by pumping, cleaning and adding new chemicals to them, on an "as needed basis".

Award:

Award of contract shall be made to most responsible, responsive vendor, whose offer is determined to be the best & lowest value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any RFB submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

III. TERMS & CONDITIONS

1. Term of Contract shall commence on **January 01, 2022** and expire on **December 31, 2022** with the County's option to renew one (1) year under the same rates, terms and conditions.
2. With the sole discretion of Hidalgo County to extend the contract for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays.
3. Hidalgo County reserves the right to hold RFBs for a period of ninety (90) days without taking any action.
4. Hidalgo County reserves the right to reject any or/ all bids submitted, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.
5. County will seek purchases/services from State awarded vendors whenever it is in its best interest to do so.
6. Any contract awarded to a successful vendor will be in effect until;
 - 1.) The contract expires
 - 2.) Delivery acceptance of products and/or performance of services ordered, or
 - 3.) Terminated by County with thirty (30) day's written notice prior to cancellation.
7. Hidalgo County reserves the right to award the bid to ONE or to MULTIPLE vendors if the County determines it is in its best interest to do so.
8. Vendor(s) agrees that to the extent an item(s) is unavailable from Vendor(s) own

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inventory, Vendor(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County at no additional cost to the County.

9. The awarded vendor will maintain all insurance requirements and its limits throughout the agreement term and any extension hereof, as described and listed in Exhibit "C" Insurance requirements
10. County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.
11. After bid is awarded and lowest vendor(s) defaults in meeting the general instructions to vendor(s) and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next lowest vendor. In such event, County shall charge the successful vendor the difference for any additional cost of such item.

IV. 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:

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 national 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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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.

Time Frame 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.

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.

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.

V. ADDITIONAL INFORMATION/QUESTIONS TO TERMS AND CONDITIONS:

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: Tanya De Lira, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All costs and expenses associated with the preparation and submission of (bids, proposals, statement of qualifications and/or quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL OR VIA FACSIMILE to (956) 292-7612 and e-mail to tanya.delira@co.hidalgo.tx.us by no later than **Monday, October 21, 2019 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via e-mail by no later than **Wednesday, October 23, 2019 by 5:00 p.m.**