



**INVITATION FOR BIDS**  
**CONTRACT FOR OPERATION OF COLLECTION STATIONS**

**OPENING DATE: 2 PM – THURSDAY, APRIL 30, 2009**

**BID NUMBER 09-4072.COLLECTIONS**

**JULY 1, 2009 – JUNE 30, 2011**

**Sealed bids, subject to the bid documents hereto attached, for OPERATION OF THE COLLECTION STATIONS are being accepted.**

**THIS CONTRACT IS FOR A TWO (2) YEAR PERIOD,  
AND MAY BE EXTENDED FOR TWO (2) ADDITIONAL YEARS (THROUGH JUNE 30, 2013)**

**VENDOR IDENTIFICATION**

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Federal I.D. # (Company or Corporation)

\_\_\_\_\_  
Social Security # (Individual)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Complete Street Address

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**BID SUBMISSIONS**

**DEADLINE**

Bids must be received at the address stated below prior to **2:00 pm on Thursday, April 30, 2009**.  
***Late bids will not be accepted under any circumstances!***

**ADDRESS**

Sealed bids may be hand-delivered or mailed to County Judge Mike Wiggins, Guadalupe County, 307 W. Court, Suite 200, Seguin, Texas 78155.

**BID OPENING**

Thursday, April 30, 2009  
Guadalupe County Commissioners Courtroom  
307 W. Court, Suite 200  
Seguin, Texas 78155

Bids will be publicly opened at 2:00 pm or soon thereafter in the Guadalupe County Commissioners Courtroom which is on the 2<sup>nd</sup> floor of the Guadalupe County Administration Building located at 307 W. Court, Seguin, Texas 78155.

**SUBMITTAL**

Bids are solicited for furnishing the merchandise, supplies, services, and / or equipment set forth in the Bid Specifications. Completed Bid Proposals, original and one (1) copy, must be in a sealed envelope clearly marked with "OPERATION OF COLLECTION STATIONS BID", "BID NUMBER 09-4072.COLLECTION", and "APRIL 30, 2009" written in the lower left-hand corner of the envelope containing the bid.

**METHODS**

All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope. Facsimile and electronic mail transmittals are not acceptable.

**WITHDRAWAL OR ALTERATIONS OF BID**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Auditor and the approval of the Commissioners' Court.

**TAX EXEMPT STATUS**

GUADALUPE County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Vendor is to issue its Texas Resale Certificate to contractors and subcontractors for such items qualifying for this exemption, and further, vendor should state these items at cost.

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**BID REQUIREMENTS**

**COMPLETED PROPOSAL**

A completed proposal means an original bid and one (1) copy must be submitted of each of the following: Vendor Identification (page 1), Bid Submission Form (pages 20-21), References (page 22), Contract (page 23), Affidavit (page 24), Conflict of Interest Questionnaire (page 25-26). Each of these must be COMPLETED AND SIGNED. The contract will be binding only when signed by the County Judge, Guadalupe County.

**LEGIBILITY**

Bids must be legible and of a quality that can be reproduced.

**BID MUST BE TYPED OR PRINTED IN INK**

All entries must be TYPED OR PRINTED IN INK. Faxed bids will not be accepted.

**FORMS**

All bids must be submitted on the forms provided in the bid document. Changes to the bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after the submission deadline.

**GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Guadalupe County's interpretation shall govern.

**LATE BIDS**

Bids received after submission deadline will not be opened and will be considered void and unacceptable. Guadalupe County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY**

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder 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, and
4. Be otherwise qualified and eligible to receive an award.

Guadalupe County may request representation and other information sufficient to determine the bidder's ability to meet these minimum standards listed above.

**SCOPE**

Upon award of a contract by Guadalupe County, Vendor shall be obligated to operate the three (3) Citizens' Collection Stations with recycling of aluminum, cardboard, glass, newspapers, and plastic and to collect, transport, and dispose of solid waste from the said Stations, within the time specified, and in accordance with all provisions stated herein.

**AWARD**

BID 09-4072.COLLECTION

## **GUADALUPE COUNTY INVITATION FOR BIDS OPERATION OF COLLECTION STATIONS BID**

### **CONTRACT PERIOD**

This contract is for the period of July 1, 2009 through June 30, 2011 and may be extended for two (2) additional years (through June 30, 2013) for approval of the Commissioners Court. If the two year extension is exercised, it would be under the same terms and conditions as the first contract period, July 1, 2009 through June 30, 2011. The two year extension option shall allow consideration of price adjustment for:

- A. Federal / state minimum wage law;
- B. Federal / state unemployment taxes;
- C. FICA - and / or
- D. Insurance coverage rates

### **FUNDING OUT CLAUSE**

Notwithstanding any contrary provision of this agreement, each payment obligation of the County created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the **operation of the Citizens' Collection Stations**. If such funds are not allocated and available, this agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time before such termination.

No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the County to terminate this agreement in order to purchase, lease, or rent similar equipment from another party.

### **CONTRACT AWARD**

The Commissioners Court shall evaluate the costs of each of the four options and make a determination which options will be best for the County. In addition to cost factors, this determination will include, but is not limited to the following factors: whether the bidder meets the County's published specifications, the bidder's experience, skill, ability, business judgment, financial capability, integrity, honesty, possession of necessary facilities or equipment, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance of this contract.

The County reserves the right to award this contract to the lowest and best bidder based on the above-established criteria.

Guadalupe County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in the employment or provision of services or awarding of contracts.

### **SALES TAX**

Guadalupe County is, by statute, exempt from the State Sales Tax and Federal Excise Tax.

### **CONTRACT**

This Bid, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful bidder and Guadalupe County.

### **REJECTION OR ACCEPTANCE**

It is understood that the Commissioners Court of Guadalupe County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Guadalupe County.

## **GUADALUPE COUNTY INVITATION FOR BIDS OPERATION OF COLLECTION STATIONS BID**

### **CONTRACT ADMINISTRATION**

Under this contract, Larry Timmermann, Road and Bridge Administrator, Guadalupe County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful bidder.

### **SPECIFICATIONS**

Guadalupe County is requesting bids for **Operations of the Citizens' Collection Stations** for the Road & Bridge Department. All bids must be submitted on the attached Bid Form. By submitting a bid, Vendor hereby agrees to all of the terms and provisions of the bid specifications, and to all terms and provisions of the contract. (A copy of the contract is hereto attached.)

The Vendor shall provide equipment, personnel to operate the equipment and supervise the unloading of solid waste, recycling of aluminum, cardboard, glass, plastic, newspapers, and maintain the facility in a safe and efficient manner, keeping the area as clean as possible.

The Vendor shall be responsible for: all utilities including electricity, water, and telephone for the operation of each of the facilities. The Vendor shall also be responsible for providing rest room facilities (portable toilets) at each collection station location. The Vendor shall set up these services in the Vendor's name and pay such costs directly to the provider. The Vendor shall pay all fees required to connect service and establish accounts with providers.

The Vendor shall, at the Vendor's expense, be responsible for maintaining and / or replacing the air conditioning and heating units located in the buildings at the Collection Stations. The County, upon notification, shall pick up and take possession of any air conditioning and heating equipment owned by the County that is no longer working or not needed at the Collection Station. The County shall dispose of such property in accordance with Local Government Code, Chapter 263.

The Vendor will open each facility *continuously* between the hours of 8:30 a.m. to 4:30 p.m. on the specific days determined upon award of this contract.

The four options being proposed in this bid are as follows:

The first two options are to be submitted for a four-day operation (Wednesday, Thursday, Friday, Saturday) and for a five-day operation (Tuesday, Wednesday, Thursday, Friday, Saturday).

The second two options again are a four-day and five-day operation, but allow for an "amnesty" day, for bulky materials and tires (as defined under Definitions), one Saturday per month for residents of Guadalupe County with proof of residency. (The County defines proof of residency as a current utility bill. See definitions.) On this day, the Collection Station would not charge the residents of Guadalupe County the disposal fees set out in Schedule "A." The County would not pay any additional fees for this service, only the amount submitted on the bid sheet.

The Commissioner Court will choose the options that best meet the needs of the County.

The Vendor shall operate each of the facilities in compliance with the laws of the Federal Government

## **GUADALUPE COUNTY INVITATION FOR BIDS OPERATION OF COLLECTION STATIONS BID**

and the State of Texas and / or the rules, regulations and standards established or to be established by the Federal Government and the Texas Water Commission to include the TACB (Texas Air Control Board) and TCEQ (Texas Commission on Environmental Quality) and all other regulatory board or commissions as appropriate.

### **FEES CHARGED TO THE COUNTY BY THE VENDOR**

This is a firm fixed price contract. No increase in bid price shall be allowed. The Vendor may, upon approval of Commissioners Court, be entitled to "pass through" any taxes, fees or other impositions of any governmental or regulatory entity placed upon or charged against the business or activity of collection and disposal of solid waste by billing the County directly for such costs to the extent the Vendor is affected or liable for them. This contract does not allow for increased landfill rates. The Vendor shall not pass through or charge the County for any fines or penalties assessed to the Vendor by any government regulatory agency.

All bids will include the cost of disposal of waste by the County. There will not be an additional charge to the County, by the Vendor, for the County's normal disposal needs at the Collection Stations. Attached is a listing of the charges to the County's Road and Bridge Department for the past twelve months for waste disposed by the County. Items typically disposed of by the County at the Collection Stations are tires, furniture, household goods, trash, and other miscellaneous waste.

### **FEES CHARGED TO CITIZENS**

The attached Schedule "A" shows the current rates at which the citizens of the County are being charged for the services provided at the Collection Stations. These rates shall remain in effect unless approved otherwise by the County. During the term of this contract, the Vendor must give the County written notice of desire to increase the fees charged to individual residents (customers) who bring solid waste into the citizens' collection stations for disposal. The Commissioners Court will consider the request and either accept or reject the proposed increase. All rates must be approved in Commissioners Court and be included in the Court Minutes.

### **RATES SHALL BE POSTED**

The fees adopted in this contract, as defined in Schedule "A," shall be posted on a sign outside at each Collection Station site. The sign on which the fees shall be posted must be a minimum size of 4' x 8'. The lettering on the sign must be a large enough font to be clearly visible to the public from 20 feet away.

### **INSURANCE**

Upon award of contract, Vendor shall submit, from an insurance company authorized to do business in the State of Texas, a certificate guaranteeing the issuance of an insurance policy upon commencement of this contract in the following amounts:

General Comprehensive Liability:	\$ 500,000
Property Damage:	\$ 100,000
Business Services Bond:	\$ 2,500

Workers' Compensation: REQUIRED FOR ALL VENDORS, regardless of vendor having employees or not.

Comprehensive automobile/truck liability: Insurance to include coverage of owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

A certificate of insurance signed by an authorized representative of the insurance company providing

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coverage, which reflects the above stated coverage, is required upon commencement of contract.

The successful bidder will not commence any portion of the work under this contract until all required insurance coverage specified herein is obtained and certificates of such insurance coverage has been approved by and filed with the Guadalupe County Auditor. The successful bidder is responsible for notifying the Auditor's office immediately of any change in insurance coverage and shall provide current and updated certificates of insurance. The successful bidder is hereby notified that operation of the Citizen' Collection Stations shall not commence at any time during this contract without the insurance coverage as required by this contract.

Endorsements Required: Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that each policy shall require that thirty (30) days prior to the cancellation of, or upon any material change in coverage, a notice thereof shall be given to Guadalupe County by certified mail.

"THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED FOR WHOM THIS CERTIFICATE IS EXECUTED AND ARE IN FORCE AT THIS TIME. IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE IN A POLICY AFFECTING THE CERTIFICATE HOLDER, THIRTY (30) DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN THE CERTIFICATE HOLDER."

### LOCATIONS

The Kingsbury Collection Station is located at the corner of FM 2438 and County Road 204 (Old Seguin-Luling Road).

The Marion Collection Station is located at the corner of Vernell Street and State Highway 78 on the east side of Marion.

The Seguin Collection Station is located in the southern portion of Guadalupe County on Highway 467, one tenth (1/10) mile east of Highway 46 on the south side of FM 467.

### EMERGENCY DISASTER COOPERATION

The Vendor will assist the County in the event of a disaster with debris removal. The Vendor will charge pre-disaster reasonable and customary rates for the disposal of such debris.

### CONTRACT PERFORMANCE

The contract will cover performance of labor for the County on County-owned / -leased premises; therefore, the Vendor agrees to indemnify and protect the County against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of this contract.

### APPEARANCE OF COLLECTION STATIONS

Vendor is required to keep the stations in a clean and presentable manner. The area must be kept free of "non-contained" trash on a daily basis.

### COMMENCEMENT OF CONTRACT

Vendor is not authorized to officially begin work until a contract, signed by the proper parties, is executed. Guadalupe County accepts no liability of any kind for equipment or services furnished and / or delivered without proper authorization.

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### **RESPONSIBILITIES OF THE COUNTY**

The County shall provide the sites for the citizens' collection stations, said sites shall include, pads of sufficient size and strength for the compaction equipment, *minimum single phase electrical power*, proper drainage to avoid ponding water and sufficient roadways in and around the site for accessibility of residents and Vendor's equipment during all weather conditions.

The County shall be responsible to make any improvements or modifications to the site as may be required by changes in laws or ordinances or in consideration of standards established by the Texas Water Commission or other regulatory body.

### **INTERRUPTION IN SERVICE**

In the event the collection and disposal of waste shall be interrupted for any reason for more than twenty-four (24) hours as a sole result of a willful or negligent act of Vendor, the County shall have the right to make temporary independent arrangements for the purpose of continuing this necessary service to its citizens in order to provide and protect the public health and safety. The Vendor shall reimburse the County for all expenses incurred plus twenty dollars per hour for each hour that the service is interrupted by more than twenty-four (24) hours. An exception for not providing regularly scheduled service would be hazardous conditions in which case a report will be made to the County and service shall resume when the hazardous condition is rectified. County and Vendor agree that Vendor shall not be responsible or liable in any way for damages caused by fire, flood, earthquake or act of God that result in interruption of service.

### **EXCESSIVE INTERRUPTION IN SERVICE**

If the interruption in service mentioned in the above paragraph continues for a period of seven (7) days as a sole result of a willful or negligent act of Vendor, the County shall have the right to terminate the contract. Customer and Vendor agree that Vendor shall not be responsible or liable in any way for damages caused by fire, flood, earthquake, or act of God that results in excessive interruption of service.

### **FORCE MAJURE**

Neither party shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem and if necessary, to establish an estimated period of time of suspension or extension of the work.

### **DESIGNATED COUNTY HOLIDAYS**

No collection is required on designated holidays. Below is the approved holiday schedule for 2009. Future schedules are expected to be similar.

January 1, 2	New Years Days
January 19	Martin Luther King Day
February 16	President's Day
April 10	Good Friday
May 25	Memorial Day
July 3	Independence Day
September 7	Labor Day
October 12	Fair Day
November 11	Veteran's Day
November 26, 27	Thanksgiving Days
December 24, 25	Christmas Days



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### **SEVERABILITY**

If any portion of this Contract shall, for any reason be declared invalid, such invalidity shall not affect the remaining provisions thereof.

### **SUBCONTRACTING**

Only upon approval of Guadalupe County Commissioners Court may Vendor subcontract any portion of this contract.

### **ASSIGNMENT OF CONTRACT**

The successful Vendor may not assign, sell, or otherwise transfer this contract without written permission of the Guadalupe County Commissioners Court.

### **LEGAL ACTION**

In the event that the County is required to take any legal action to enforce the terms and conditions of this agreement because of the breach of or failure to perform any term of condition by the Vendor, the Vendor agrees to pay all costs expended by the County including reasonable attorney fees.

### **POINT OF CONTACT**

Larry Timmermann, Road & Bridge Administrator, Guadalupe County, 830-303-4188 x269.

### **LIST OF REFERENCES**

In order to demonstrate to the Guadalupe County Commissioners' Court that the Vendor is responsible, each bidder must furnish, WITH BID, a minimum of three (3) References, concerning Operation of Collection Stations, where like services are currently being performed by his firm through contract and have been provided for a minimum of twelve (12) months. Include name of firm, address, telephone number and name of representative. The references must be from entities with operations similar in size to those specified in this invitation for bids.

### **DEFINITIONS**

The following definitions shall apply with respect to this contract:

- A. **Bags**: Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag shall not exceed 35 lbs.
- B. **Brush**: Vegetation, shrubs, and tree limbs, this does not include tree trunks or stumps.
- C. **Bulky Materials**: Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for containers.
- D. **Bundle**: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length and 35 lbs. in weight.
- E. **Citizens' Collection Station**: A facility established by a county for the convenience and exclusive use of residents (not commercial or industrial users). The facility may consist of one or more storage containers, bins, or trailers.
- F. **Construction Debris**: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- G. **Container**: A receptacle with a capacity of greater than 20 gallons but less than 35 gallons

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constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the containers by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 35 pounds.

- H. Dead Animals: Animals or portions thereof equal to or greater than 20 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.
- I. Disposal Site: A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing / separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- J. Garbage: Any and all dead animals of less than 20 lbs. in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and / or other matter) that results from packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, or Stable Matter.
- K. Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or state law.
- L. Proof of Residency: A current utility bill (water, electric or telephone) showing a physical address located within the corporate limits of the County.
- M. Producer: An occupant of a Residential Unit who generates refuse.
- N. Residential Refuse: All garbage and rubbish generated by a producer at a residential unit.
- O. Residential Unit: A dwelling within the corporate limits of the County.
- P. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definitions of Bulky Materials, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- Q. Solid Waste: Shall refer to materials which can be legally accepted for disposal without special permitting or manifests at a State of Texas Type I sanitary landfill, specifically excluding hazardous waste or non-hazardous special wastes as such terms are defined in the applicable State and Federal regulations.
- R. Stable Matter: All manure and other waste matter normally accumulated in or above a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

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- S. Commercial and Industrial Unit: All premises, locations, or entities, public or private, requiring refuse collection within the corporate limits of the County, not a Residential Unit.

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**OPERATING CONDITIONS**

The individual or firm submitting the proposal (hereinafter referred to as "Vendor ") agrees to the following:

**OPERATIONS**

To operate and maintain within Guadalupe County a service for the operation of the citizens' collection stations and the collection of garbage, trash, brush, and other items intended to be discarded, including household appliances, (hereinafter called "solid waste").

**DISPOSAL OF GARBAGE AND REFUSE**

Vendor shall have the responsibility of the disposal of all solid waste collected under this agreement and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and / or the rules, regulations and standards established or to be established by the Federal Government and the Texas Water Commission, to include the Texas Air Control Board. Upon removal of solid waste, any overflow or residue of waste shall be picked up and removed.

**DEAD ANIMALS**

The Vendor shall not be responsible for collection or disposal of dead animals. See definitions.

**LANDFILL USE**

The Vendor shall be responsible for providing a properly permitted landfill at a site selected by the Vendor and Vendor shall pay all landfill fees for solid waste hauled by the Vendor.

**LICENSES**

The Vendor shall obtain all licenses and permits necessary to perform the services required of Vendor by this Contract.

**VENDOR'S EQUIPMENT AND VEHICLES**

The Vendor shall maintain and operate the citizens collection system and equipment in order to render competent and efficient service subject to the terms of this Contract.

All equipment, including compaction equipment, motor vehicles, and trucks necessary for the performance of this contract shall, at the beginning of the period, be in good condition and repair. All vehicles shall be painted and numbered and shall have Vendor's name and telephone number painted in letters of a contrasting color on each side of the vehicle in a size and type so as to be easily readable from a distance of 50 feet.

All vehicles and compaction equipment shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week. Vendor shall furnish the County with a list of the type, model, and age of the equipment to be utilized for servicing the citizens' collection stations.

**SERVICES PROVIDED**

The Vendor shall provide, as a minimum, the following services:

The Vendor shall provide, install, and maintain the equipment noted below at each of the Citizens' Collection Stations. Each station shall have the following (please note these are minimum requirements):

One (1) stationary compactor with a three sided, side feed hopper attached to the unit, a receiver container, and at least two (2) open top roll-off containers.

All equipment shall meet current safety standards (including necessary signs) and the successful

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bidder will install said equipment so that it can be operated in a safe manner as outlined below:

### **STATIONARY COMPACTION EQUIPMENT**

The Vendor shall be responsible for:

#### **Code Compliance and Safety**

- Assuring that the installation of stationary compactors is in conformance with local codes and ordinances.
- Providing properly maintained stationary compactors that meet all applicable safety standards. Maintaining the design specifications recommended by the manufacturer.
- Repairing, prior to putting the stationary compactor into service, all mechanical malfunctions, or breakdowns that endangers the safe operation of the safety compactor.
- Providing guard railings for dock ramps in accordance with American National Standard Safety Requirements for Floor and Wall Openings, Railings, and Toeboards, A12.1-1973. These shall be located around the charging chamber opening if walk-on ramps are used to deposit refuse into the compactor shall be capable of withstanding more that the manufacturer's designed maximum force exerted by the ram on the refuse in the container.

#### **Controls:**

- Each control shall be conspicuously labeled as to its function.
- Operating controls shall be designed and located to prevent unintentional activation.
- Emergency stop controls shall be readily accessible to the operator.

#### **Guarding:**

- Hazardous moving components of the stationary compactor frame and ram shall be enclosed, and / or guarded.

#### **Locking System:**

- A locking device shall be provided on operating controls to prevent unauthorized operation.

#### **Safety Signage Signs:**

- All safety signs shall be color coded in compliance with American National Standard Safety Color Code for Marking Physical Hazards, 253.1 (current edition). In addition, American National Standard Specifications for Accident Prevention Signs, 235.1 (current edition), should be consulted.
- A sign shall be located on each charging hopper access door, such as: "CAUTION -- BEFORE OPENING DOOR TURN CONTROL PANEL KEY SWITCH TO OFF POSITION, REMOVE KEY, AND BLOCK OFF TRASH CHUTE".
- A sign shall be located on or immediately next to each automatic sensing device, such as: "CAUTION -- THIS COMPACTOR STARTS AUTOMATICALLY".
- Where voltage exceeds 120 volts, a sign shall be located on each control panel and power unit, such as: "DANGER -- 440 VOLTS" (or appropriate voltage).

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**COMMERCIAL / INDUSTRIAL STATIONARY COMPACTORS**

The Vendor shall be responsible for:

**Safety Signage:**

- A sign shall be located on each access cover, such as: "CAUTION -- DO NOT REMOVE ACCESS COVER EXCEPT FOR SERVICING. TURN CONTROL PANEL KEY SWITCH TO OFF POSITION AND REMOVE KEY".
- A sign shall be located on each safety gate that prevents access to the charging hopper from a walk-on ramp, such as: "CAUTION -- GATE MUST BE CLOSED BEFORE OPERATING COMPACTOR".
- A sign shall be located on the inside face of the charging hopper, such as: "CAUTION -- DO NOT ENTER".
- A sign shall be located on each outside face of the charging hopper, such as: "CAUTION -- KEEP OUT".
- On commercial / industrial stationary compactors without a charging hopper, a sign shall be located at the loading sill(s) such as: "DANGER -- DO NOT ENTER". This sign shall be visible from both sides.

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OPERATION OF COLLECTION STATIONS BID**

**SCHEDULE A**

Listed below are the current rates at which the citizens of Guadalupe County are being charged for the services provided at the Collection Stations. These rates shall remain in affect unless approved otherwise by Guadalupe Commissioners Court. The bid submitted for the operation of the Collection Stations must be based on these rates. **These rates must be posted at each Collection Station site in accordance with this contract.**

<u>COMMODITY</u>	<u>RATE</u>
Thirty (30) Gallon Trash Bags	\$1.25 cents each
Thirty (30) Gallon Trash Cans (no burn barrels)	\$1.25 cents each
Fifty-five (55) Gallon Trash Drums (no liquid, ash, or burn barrels)	\$3.00 each
Loose trash / bundled brush (must be tarped or bundled)	\$7.50 per cubic yard
Bulky Materials <i>(if required CFS (freon) must be removed and certificate presented prior to acceptance)</i>	\$10.50 each unit
Roofing Materials	\$25.00 per cubic yard
Construction debris / loose brush	\$20.00 per cubic yard
Scrap metal	\$9.00 per cubic yard
Tires are charged by size:	
Passenger Car/Pickup (up to 16.5"):	\$2.50 each
Truck Tires (Large Truck/18 wheelers):	\$7.00 each
Farm Tractor Tires - (No heavy equipment tires!)	\$25.00 each
Recyclable Items (cardboard, newspaper, aluminum and glass):	No charge

**NO HAZARDOUS WASTE IS PERMITTED AT THESE SITES.**

# **GUADALUPE COUNTY INVITATION FOR BIDS OPERATION OF COLLECTION STATIONS BID**

## **TERMS AND CONDITIONS**

### **TAX EXEMPT STATUS**

Guadalupe County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

The County shall pay the Vendor for operation of the Citizens Collection Stations, as per the bid specifications, at the rates set forth in the Bid Form. Vendor shall collect from individual residents (customers) bringing solid waste into the Citizens Collection Station for disposal, in accordance with the collection rates on Schedule "A". These funds are to be retained by the Vendor. If the County chooses Options 3 or Option 4, then one Saturday per month there will be no charge for citizens of Guadalupe County to dispose of their waste. This cost shall be included in Option 3 and Option 4.

### **DISCLOSURE REQUIREMENTS**

In accordance with Local Government Code §176.004, all prospective bidders **shall complete the conflict of interest questionnaire and submit it with their bid.** (The Texas Legislature passed House Bill 914 during the 2005 legislative session which require the conflict on interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

### **ETHICS**

The bidder shall not accept or offer gifts or anything of value nor enter into any business agreement with any employee, official or agent of Guadalupe County.

### **CONFLICT OF INTEREST**

No public official or employee shall have interest in this contract in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171. Further, the County's public officials, employees, and agents shall be prohibited from participating in the selection, award or administration of this contract or third party contract or sub-award of this contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the entity selected for award: (a) a public official, employee, or agent; (b) any member of his or her immediate family; (c) his or her partner; or (d) an organization that employs, or intends to employ, any of the above.

The County's public officials and employees are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from vendors, or parties to any sub-agreements resulting from this contract.

### **DOCUMENTATION**

Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

### **TERMINATION FOR DEFAULT**

Guadalupe 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 of this contract. Non-Performance of the bidder shall be a basis for termination of the contract by the County. The County shall not pay for any commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

### **CANCELLATION OF CONTRACT**



## **GUADALUPE COUNTY INVITATION FOR BIDS OPERATION OF COLLECTION STATIONS BID**

Either party may terminate this contract with 60 (sixty) days written notice. Written notice to the County must be sent by certified mail to Larry Timmermann, Road and Bridge Administrator, Guadalupe County, 2605 N. Guadalupe, Seguin, Texas 78155. Written notice to the Vendor must be sent by certified mail to name and address submitted in the invitation to bid.

### **INSURANCE**

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract. Certification of such coverage must be provided to the County upon request.

### **START OF WORK**

Vendors are not authorized to officially begin work or make delivery until a contract, signed by the proper parties, is executed and a duly authorized purchase order has been issued. Guadalupe County accepts no liability of any kind for products or services furnished and / or delivered without proper authorization.

### **COMPLIANCE WITH LAWS**

The successful bidder shall comply with all applicable federal, state and local laws and regulations.

### **INVOICING**

Invoices shall be sent directly to the Guadalupe County Auditor's office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must be itemized and must reference the Guadalupe County Purchase Order Number in order to be processed for payment.

### **PAYMENT**

Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice. Payment inquiries should be directed to the Auditor's Office, Accounts Payable, 830-303-4188 ext. 370.

### **ASSIGNMENT OF CONTRACT**

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the Guadalupe County Commissioners Court.

### **VENDOR'S RECORDS**

County shall have access at all reasonable hours, upon reasonable advance notice, to all Vendor's records, customer service cards, and all papers relating to the operation of said Contract with Guadalupe County, Texas. Upon request, the Vendor shall furnish to the County reports of the results of all complaints and investigations received and actions taken by Vendor.

### **APPLICABLE LAWS**

Vendor **MUST COMPLY** with all federal, state, county and local laws.

## **GUADALUPE COUNTY INVITATION FOR BIDS OPERATION OF COLLECTION STATIONS BID**

### **HOLD HARMLESS/INDEMNIFICATION AGREEMENT**

Vendor shall indemnify and hold Guadalupe County harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from vendor's performance. Further, the Vendor shall indemnify, hold harmless and exempt Guadalupe County, its officers, agents, servants and employees from and against ***any and all*** suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Vendor, its officers, agents, servants and employees; provided, however, that the Vendor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this contract or a willful or negligent act or omission of the County, its officers, agents, servants and employees.

Vendor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover vendor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the County upon request.

### **THIS HOLD HARMLESS AGREEMENT SHALL BE MADE A PART OF THE SUCCESSFUL BIDDER'S LIABILITY CERTIFICATE BY A SPECIFIC ENDORSEMENT FOR THIS PROJECT.**

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement

### **NON-COLLUSION**

The Vendor, by submitting a signed bid, certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

### **COST DISCUSSIONS**

Prior to the public opening, all bids will remain sealed at the County. During this period, any discussion by any Vendor with any employee or authorized representative of the County involving cost information may result in rejection of said bid.

### **NON-DISCRIMINATION**

The Vendor, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability.

### **BID SUBMISSION FORM**

All bids shall be submitted on the attached Bid Submission Form. Bids not submitted on this form will be disqualified. This is a Competitive Bid - changes shall not be made to the Bid Form. Alterations to this bid form may be cause for rejection.

### **NOTHING ADDED TO BID**

Nothing shall be added to this bid. Unsolicited attachments will be removed and discarded at opening and will have no bearing on the bid, price, specifications or any other terms of the contract.

### **WAIVER OF SUBROGATION**

By virtue of acceptance of this contract, both vendor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Guadalupe County as an indirect party to any suit arising out of personal or property damages resulting from vendor's performance under this agreement.

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**QUESTIONS REGARDING BID DOCUMENTS**

Questions concerning this bid should be directed to the County Road Administrator, Larry Timmermann, at 830-379-9721.

**GUADALUPE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BIDS SUBMITTED, AND TO WAIVE ANY TECHNICALITIES FOR THE BEST INTEREST OF THE COUNTY.**

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.**

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**BID SUBMISSION FORM**

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

Operation of the citizens' collection stations for a period from July 1, 2009 through June 30, 2011, with option to extend for two years.

Having read and understood the bid specifications, we submit the following bid:

Each bid option being submitted shall be the monthly fee paid to the Vendor by the County for the operation of each individual Citizens' Collection Stations as follows:

**MONTHLY RATE PER STATION**

**OPTION 1**

4 day week operation (8:30 am - 4:30 pm)  
(Wednesday, Thursday, Friday, Saturday)

\$ \_\_\_\_\_

**OPTION 2**

5 day week operation (8:30 am - 4:30 pm)  
(Tuesday, Wednesday, Thursday, Friday, Saturday)

\$ \_\_\_\_\_

The County reserves the right to choose the option that best meets the needs of the County as determined by the County.

Waste shall be disposed of at a permitted solid waste location.  
Whereby,

a Corporation organized and existing under the laws of the State of \_\_\_\_\_

a partnership consisting of: \_\_\_\_\_

or and individual trading as: \_\_\_\_\_

having principal offices in the City of \_\_\_\_\_

does duly submit the above bids for the operation of the Citizen's Collection Stations for Guadalupe County, Texas.

NAME OF VENDOR: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**REFERENCES FORM - MINIMUM REQUIRED THREE (3):**

**NAME AND ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

BRIEFLY DESCRIBE TYPE OF SERVICE PERFORMED AND LENGTH OF CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME AND ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

BRIEFLY DESCRIBE TYPE OF SERVICE PERFORMED AND LENGTH OF CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME AND ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

BRIEFLY DESCRIBE TYPE OF SERVICE PERFORMED AND LENGTH OF CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**ANNUAL CONTRACT**

The undersigned agrees, if this bid is accepted, to operate the Guadalupe County Citizens' Collection Stations in accordance with the requirements set forth in this bid document.

The County reserves the right to accept or reject any bids submitted, and to waive any technicalities in the best interest of the County.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the bidder to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying bid sheets. Further, the undersigned affirms and represents that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid: Date

Printed Name and Title of Signer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

The Commissioners Court of Guadalupe County, Texas does hereby agree to contract for the Operation of the Citizens' Collection Stations with \_\_\_\_\_ for the period between July 1, 2009, and June 30, 2011, inclusive, in accordance with the requirements set forth in the bid specifications.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

APPROVED:

ATTEST:

\_\_\_\_\_  
MIKE WIGGINS, COUNTY JUDGE

\_\_\_\_\_  
TERESA KIEL, COUNTY CLERK

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF GUADALUPE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person whose name is subscribed to the  
following, who upon oath, says:

I am the Manager, Secretary or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, Texas

Name of Bidder: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED**

**The County of Guadalupe does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.**

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
<b>1</b>	Name of person doing business with local governmental entity.	
<b>2</b>	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div><p>Check this box if you are filing an update to a previously filed questionnaire.</p><p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p></div></div>	
<b>3</b>	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
<b>4</b>	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

Adopted 11/02/2005



**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

**Page 2**

**5**

**Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

**6**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 11/02/2005

**BID NO. 09-4072.COLLECTION**

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**GUADALUPE COUNTY**

**IMPORTANT**

**BIDDER'S / PROPOSER'S CHECKLIST**

Check off each of the following as the necessary action is completed.

- ☐ The prices have been checked.
- ☐ The VENDOR IDENTIFICATION has been completed and included in your bid package. (Page1)
- ☐ The BID SUBMISSION FORM has been completed, signed, dated and included in your bid package. (Pages 20, )
- ☐ The REFERENCES FORM has been completed, signed, dated and included in your bid package. (Page 21)
- ☐ The CONTRACT with the County Commissioners has been completed, signed, dated and included in your bid package. (Page 22)
- ☐ The AFFIDAVIT signed and notarized and included in your bid package. (Page 23)
- ☐ The CONFLICT OF INTEREST QUESTIONNAIRE has been completed, signed, dated and included in your bid package. (Page 24-25)
- ☐ The mailing envelope has been addressed to:  
  
County Judge Mike Wiggins  
Guadalupe County  
307 West Court Street, Suite 200  
Seguin, Texas 78155
- ☐ The mailing envelope contains the original and one (1) copy.
- ☐ The mailing envelope has been sealed and marked:
  - A. Bid or proposal number
  - B. Name of the bid or proposal
  - C. Opening date

**GUADALUPE COUNTY AUDITOR'S OFFICE WISHES TO THANK  
ALL VENDORS FOR THEIR PARTICIPATION.**

♦ ♦ ♦ ♦ A D D E N D U M T O B I D ♦ ♦ ♦ ♦

OPERATION OF COLLECTION STATIONS

Guadalupe County Auditor's Office  
307 W. Court, Suite 205  
Seguin, Texas 78155  
830-303-4188 Ext. 328

Bid Title: OPERATION OF COLLECTION STATIONS  
Bid No.: 09-4072.COLLECTION  
Addendum No.: 1  
Issued: APRIL 2, 2009

TO BIDDER: This addendum is an integral part of the bid package under consideration by you as a Bidder in connection with the subject matter herein below identified. Guadalupe County deems all sealed bids to have been proffered in recognition and consideration of the entire bid package - including all issued addenda.

Receipt of this present Addendum by a Bidder should be evidenced by returning it signed as part of the Bidder's sealed bid proposal. If the Bid has already been received by the County Judge's office, Bidder should return this Addendum in a separate sealed envelope, which is clearly marked with the Bid Title, Bid Number and Opening Date and Time, stated as follows:

ADDENDUM TO: Operation of Collection Stations  
Bid No. 09-4072.COLLECTION  
2:00 p.m., April 30, 2009

---

REASON FOR ISSUANCE OF THIS ADDENDUM:

1. Correction to Specifications, Paragraph 6, only two options are being proposed in this bid, disregard the "second two" options, only the first two options pertain to this bid, Page 5 of 26
  2. Correction to Operating Conditions, include STABLE MATERIALS, The Vendor shall not be responsible for collection or disposal of stable materials. See definitions, Page 12 of 26
- 

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Bidder.

\_\_\_\_\_  
Authorized Signature (Bidder)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Firm, Corporation

## **GUADALUPE COUNTY INVITATION FOR BIDS OPERATION OF COLLECTION STATIONS BID**

and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Guadalupe County.

### **CONTRACT ADMINISTRATION**

Under this contract, Larry Timmermann, Road and Bridge Administrator, Guadalupe County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful bidder.

### **SPECIFICATIONS**

Guadalupe County is requesting bids for **Operations of the Citizens' Collection Stations** for the Road & Bridge Department. All bids must be submitted on the attached Bid Form. By submitting a bid, Vendor hereby agrees to all of the terms and provisions of the bid specifications, and to all terms and provisions of the contract. (A copy of the contract is hereto attached.)

The Vendor shall provide equipment, personnel to operate the equipment and supervise the unloading of solid waste, recycling of aluminum, cardboard, glass, plastic, newspapers, and maintain the facility in a safe and efficient manner, keeping the area as clean as possible.

The Vendor shall be responsible for: all utilities including electricity, water, and telephone for the operation of each of the facilities. The Vendor shall also be responsible for providing rest room facilities (portable toilets) at each collection station location. The Vendor shall set up these services in the Vendor's name and pay such costs directly to the provider. The Vendor shall pay all fees required to connect service and establish accounts with providers.

The Vendor shall, at the Vendor's expense, be responsible for maintaining and / or replacing the air conditioning and heating units located in the buildings at the Collection Stations. The County, upon notification, shall pick up and take possession of any air conditioning and heating equipment owned by the County that is no longer working or not needed at the Collection Station. The County shall dispose of such property in accordance with Local Government Code, Chapter 263.

The Vendor will open each facility *continuously* between the hours of 8:30 a.m. to 4:30 p.m. on the specific days determined upon award of this contract.

### **ADDENDUM NO. 1 (Reason #1)**

The ~~four~~ options being proposed in this bid are as follows:

The ~~first two~~ options are to be submitted for a four-day operation (Wednesday, Thursday, Friday, Saturday) and for a five-day operation (Tuesday, Wednesday, Thursday, Friday, Saturday).

~~The second two options again are a four day and five day operation, but allow for an "amnesty" day, for bulky materials and tires (as defined under Definitions), one Saturday per month for residents of Guadalupe County with proof of residency. (The County defines proof of residency as a current utility bill. See definitions.) On this day, the Collection Station would not charge the residents of Guadalupe County the disposal fees set out in Schedule "A." The County would not pay any additional fees for this service, only the amount submitted on the bid sheet.~~

**GUADALUPE COUNTY INVITATION FOR BIDS  
OPERATION OF COLLECTION STATIONS BID**

**OPERATING CONDITIONS**

The individual or firm submitting the proposal (hereinafter referred to as "Vendor ") agrees to the following:

**OPERATIONS**

To operate and maintain within Guadalupe County a service for the operation of the citizens' collection stations and the collection of garbage, trash, brush, and other items intended to be discarded, including household appliances, (hereinafter called "solid waste").

**DISPOSAL OF GARBAGE AND REFUSE**

Vendor shall have the responsibility of the disposal of all solid waste collected under this agreement and all of said materials shall be disposed of in compliance with the laws of the Federal Government and State of Texas and / or the rules, regulations and standards established or to be established by the Federal Government and the Texas Water Commission, to include the Texas Air Control Board. Upon removal of solid waste, any overflow or residue of waste shall be picked up and removed.

**DEAD ANIMALS**

The Vendor shall not be responsible for collection or disposal of dead animals. See definitions.

**ADDENDUM NO. 1 (Reason #2)**

**STABLE MATERIALS**

The Vendor shall not be responsible for collection or disposal of stable materials. See definitions.

**LANDFILL USE**

The Vendor shall be responsible for providing a properly permitted landfill at a site selected by the Vendor and Vendor shall pay all landfill fees for solid waste hauled by the Vendor.

**LICENSES**

The Vendor shall obtain all licenses and permits necessary to perform the services required of Vendor by this Contract.

**VENDOR'S EQUIPMENT AND VEHICLES**

The Vendor shall maintain and operate the citizens collection system and equipment in order to render competent and efficient service subject to the terms of this Contract.

All equipment, including compaction equipment, motor vehicles, and trucks necessary for the performance of this contract shall, at the beginning of the period, be in good condition and repair. All vehicles shall be painted and numbered and shall have Vendor's name and telephone number painted in letters of a contrasting color on each side of the vehicle in a size and type so as to be easily readable from a distance of 50 feet.

All vehicles and compaction equipment shall be kept in a clean and sanitary condition and shall be cleaned inside and outside at least once each week. Vendor shall furnish the County with a list of the type, model, and age of the equipment to be utilized for servicing the citizens' collection stations.

**SERVICES PROVIDED**

The Vendor shall provide, as a minimum, the following services:

The Vendor shall provide, install, and maintain the equipment noted below at each of the Citizens' Collection Stations. Each station shall have the following (please note these are minimum