

# MEMORANDUM

**To:** Eddie Olivarez, Director  
Hidalgo County Health Department

**From:** Elena Gomez, Buyer *EG*  
Hidalgo County Purchasing Dept.

**Date:** January 14, 2009

**Re:** Bid No. 2009-005-00-00-MEG Approval of Specifications for Hidalgo County Health Department "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

|  |                                     |
|--|-------------------------------------|
| APPROVE <input checked="" type="checkbox"/>          | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input type="checkbox"/> |                                     |

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-441-00-340-003-0-421

*[Handwritten Signature]* \_\_\_\_\_ Eduardo Olivarez 1/22/09  
AUTHORIZED SIGNATURE                      PRINTED NAME                      DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, JANUARY 20, 2009 at 5:00p.m.**

Enclosures

# MEMORANDUM

**To:** Anacleto Martinez, Chief Deputy  
Attn: Juan Tapia, Procurement Specialist  
Hidalgo County Adult Detention Facility

**From:** Elena Gomez, Buyer  
Hidalgo County Purchasing Department

**Date:** January 14, 2009

**Re:** Bid No. 2009-005-00-00-MEG Approval of Specifications for Hidalgo County Sheriff's Office "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

|   |                                     |
|---|-------------------------------------|
| APPROVE <input type="checkbox"/>                                | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> |                                     |

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-423-21-280-002-0-421

|   |                   |         |
|---|-------------------|---------|
|  | ANACLETO MARTINEZ | 1-27-09 |
| AUTHORIZED SIGNATURE  | PRINTED NAME      | DATE    |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, JANUARY 20, 2009 at 5:00p.m.**

Enclosures

**juan tapia**

---

**From:** juan tapia [juan.tapia@hidalgoso.org]  
**Sent:** Tuesday, January 27, 2009 11:15 AM  
**To:** 'Elena Gomez'  
**Cc:** Anacleto.Martinez@hidalgoso.org; Virginia.Rodriguez@hidalgoso.org  
**Subject:** FW: 09-005- Bio Hazardous Waste Disposal Services

Elena

Enclosed you will find reply from Sylvia Sinder, RN for the Infirmary actual requirements for our new contract Thanks JT

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**From:** Sylvia Sinder [mailto:sylvia.sinder@hidalgoso.org]  
**Sent:** Tuesday, January 27, 2009 10:32 AM  
**To:** juan tapia  
**Cc:** joe.jackson@hidalgoso.org; pete.trevino@hidalgoso.org; rene.gonzalez@hidalgoso.org  
**Subject:** Re: 2009-005 Bio Hazadrous Waste Disposal Services

We will require;

1. At least 20 additional sharps containers.
2. 4 small portable sharps containers.
3. 4 additional biohard boxes with the bio hazard bags.
4. Increase the pick up to every 2 weeks or bi-monthly.
5. A current OSHA Manual. It is normal business practice for these types of companies to provide a manual and a training cd/dvd for staff. It also has forms and OSHA regulatory standards.
6. Commander and I also discussed changing the storage and pick up location back to the sally port.

thank you

Sylvia Sinder,RN

-----Original Message-----

**From:** "juan tapia" <juan.tapia@hidalgoso.org>  
**Sent:** 1/26/2009 10:59:15 AM  
**To:** Pete.Trevino@hidalgoso.org, Sylvia.Sinder@hidalgoso.org  
**Cc:** Anacleto.Martinez@hidalgoso.org, Rene.Gonzalez@hidalgoso.org, Virginia.Rodriguez@hidalgoso.org, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>  
**Subject:** FW: 2009-005 Bio Hazadrous Waste Disposal Services

1/27/2009

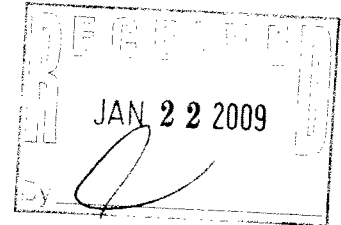
# MEMORANDUM

**To:** Israel "Buddy" Silva, Chief  
Hidalgo County Juvenile Detention

**From:** Elena Gomez, Buyer  
Hidalgo County Purchasing Dept.

**Date:** January 14, 2009

**Re:** Bid No. 2009-005-00-00-MEG Approval of Specifications for Hidalgo County Juvenile Detention "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"



Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

|  |                                     |
|--|-------------------------------------|
| APPROVE <input checked="" type="checkbox"/>          | DISAPPROVE <input type="checkbox"/> |
| APPROVED WITH MODIFICATIONS <input type="checkbox"/> |                                     |

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-423-32-330-001-0-421

|                      |                          |         |
|----------------------|--------------------------|---------|
|                      | Israel "Buddy" Silva, Jr | 1-22-09 |
| AUTHORIZED SIGNATURE | PRINTED NAME             | DATE    |
|                      | Joe Ochoa                | 1-22-09 |

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than TUESDAY, JANUARY 20, 2009 at 5:00p.m.**

Enclosures

**MEMORANDUM**

To: Norma Longoria, Director  
Hidalgo County WIC Program

From: Elena Gomez, Buyer *EG*  
Hidalgo County Purchasing Dept.

Date: January 14, 2009

Re: Bid No. 2009-005-00-00-MEG Approval of Specifications for Hidalgo County WIC Department "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If you mark DISAPPROVE, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

|   |            |
|---|------------|
| APPROVE   | DISAPPROVE |
| APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> |            |

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9. 1292. 44. 00. 350. 001. 9. 421

Norma L Longoria Norma Longoria 01/22/09  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,  
VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later  
than TUESDAY, JANUARY 20, 2009 at 5:00p.m.**

Enclosures

**ATTACHEMENT TO EXHIBIT "A"  
SCHEDULE  
BIO-HAZARDOUS MEDICAL WASTE  
BID NO: 2009-005-00-00-MEG**

| WIC DEPARTMENT ONLY CLINIC LOCATIONS                            | How often                             | Qty of Containers | Clinic  | How often            | Qty of Containers |
|---|---------------------------------------|-------------------|---|----------------------|-------------------|
| 1 Edinburg Clinic<br>4105 E. Schumior<br>Edinburg, Texas        | 2x mthly                              | up to 3           | Edinburg WIC Mobile<br>3105 W. University<br>Edinburg, Tx   | 15 Every other mthly |                   |
| 2 La Jova WIC<br>294 W. 2nd<br>La Jova, TX                      | 2x a mthly                            |                   | Edinburg WIC II<br>112 Dawson<br>Edinburg, Tx   | 1x a mthly           |                   |
| 3 Mission WIC<br>211 S. Schuback<br>Mission, TX                 | 2x mthly                              |                   | Mission WIC II<br>722 N. Breylotge<br>Mission, TX   | 2x a mthly           |                   |
| 4 Las Alpas WIC<br>501 US. Coge<br>Pharr, TX                    | 1x a mthly                            |                   | Mercedes WIC<br>504 S. Texas<br>Mercedes, TX  | 1x a mthly           |                   |
| 5 McAllen WIC<br>300 E. Hackberry<br>McAllen, TX                | 1x a mthly                            |                   | Mercedes WIC II<br>220 S. Bicentennial<br>McAllen, TX   | 1x a mthly           |                   |
| 6 Progreso WIC<br>5 Mile S. Bus 83 FM 1015<br>Progreso, TX      | 3x a mthly                            |                   | McAllen WIC III<br>3001 S. 23rd<br>McAllen, TX  | 1x a mthly           |                   |
| 7 Pharr WIC<br>1903 W. Fir<br>Pharr, TX                         | 1x a mthly                            |                   | Pharr WIC II<br>926 S. Sam Houston<br>Suite 3<br>McAllen, TX                                      | Every 3 mths         |                   |
| 8 San Juan WIC<br>524 N. Nebraska<br>San Juan, TX               | 2 mths only                           |                   | San Juan WIC<br>509 Earling Rd.<br>San Juan, TX   | 1x a mthly           |                   |
| 9 Hidalgo WIC<br>762 Legano Street<br>Hidalgo, TX               | 1x a mthly                            |                   | San Carlos WIC<br>(San Carlos Comm. Center)<br>East Hwy 107<br>(230 N. 86th St)<br>San Carlos, TX | Every 2 mths         |                   |
| 10 Alton WIC<br>Between Glasscock & Shary Rd<br>Alton, TX       | 1x a mthly                            |                   | Alton WIC II<br>3519 S. Main Suite B<br>Mission, TX   | 1x a mthly           |                   |
| 11 Donna WIC<br>301 S. 87<br>Donna, TX                          | 1x a mthly                            |                   | Alamo WIC<br>3131 E. Bus 83 Suite<br>113<br>Alamo, TX   | 1x a mthly           |                   |
| 12 Sullivan WIC<br>W. Hwy 83<br>Sullivan, TX                    | 1x mthly                              |                   | Westaco WIC II<br>417 S. Oregon<br>Westaco, TX  | 1x a mthly           |                   |
| 13 Westaco WIC #1<br>1901 N. Bridge<br>Westaco, TX              | 1x a mthly                            |                   | Elsa WIC<br>708 E. Edinburg<br>Elsa, TX   | 1x a mthly           |                   |
| 14 Rio Grande WIC<br>904 N. Garza Street<br>Rio Grande City, TX | Once every<br>4-5 mths<br>other month |                   | Roma WIC<br>1505 N. Grant<br>Roma, TX   | 1x a mthly           |                   |
|   |                                       |                   | Alamo WIC #2<br>1129 S. Tower Rd.   | 1x a month           |                   |

**REQUEST FOR BIDS**

**Hidalgo County**  
Edinburg, Texas

**Bio Hazardous Waste Disposal Services**

**FEBRUARY 23, 2009**

Contact Person:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor - Administration Building  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for Hidalgo County "Bio Hazardous Waste Disposal Services," in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). 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 and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/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: 2009-005-02-23-MEG "Bio Hazardous Waste Disposal Services"" and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, on or before 9:30 A.M., **Monday FEBRUARY 23, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO BID.**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

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; and **C)** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) 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 catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
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 own to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.
12. 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.
13. 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.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . 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:

Hidalgo County Purchasing Department  
 Martha L. Salazar, Purchasing Agent  
 2812 S. Bus. Hwy 281  
 Edinburg, Texas 78539  
 (956) 318-2626

16. **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 - "**Bio Hazardous Waste Disposal Services**"
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact persons for Billing and Payment questions:

**Hidalgo County WIC Dept.**

Attn: Norma Longoria  
 3105 W. University Dr.  
 Edinburg, Texas 78539  
 956-381-4646

**Hidalgo County Adult Detention Facility**

Attn: Anacleto Martinez, Chief Deputy  
 701 E. Cibolo Rd.  
 Edinburg, Texas 78539  
 956-393-6020

**Hidalgo County Juvenile Detention**

Attn: Israel "Buddy" Silva, Chief  
 1001 N. Doolittle Rd.  
 Edinburg, Texas 78539  
 956-587-6200

**Hidalgo County Health Dept.**

Attn: Edwardo Olivarez, Director  
 3105 E. Schunior  
 Edinburg, Texas 78539  
 956-383-6221

17. **SCHEDULE OF EVENTS**

**Bid Opening, 9:30 AM**

**FEBRUARY 23, 2009**

Award of Contract

\_\_\_\_\_, 2009

Commence Work or Deliver Products

\_\_\_\_\_, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods and 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. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendors is free from suspension or debarment pursuant to federal regulation 45CFR76.
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to 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.

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 therefor 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.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, 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 that 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 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.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. 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 County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. 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 or services provided by successful bidder.
28. 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.
29. 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.
30. 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.

Bid  
for  
**Bio Hazardous Waste Disposal Services**  
**Bid No: 2009-005-02-23-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
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,

Bidder: \_\_\_\_\_

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**Exhibit "A"**  
**HIDALGO COUNTY**  
**BIO-HAZARDOUS WASTE DISPOSAL SERVICES**  
**BID NO. 2009-005-02-23-MEG**

**SPECIFICATIONS:**

1. Bidder must identify the landfill site to which solid waste materials are to be delivered. In the event Bidder is not the owner or operator of the landfill site, Bidder shall provide County with copies of documents authorizing Bidder to dispose of bio-hazardous waste materials in such landfill. Bidder shall provide a copy of the current permit for the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous waste products. In addition, Bidder 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 waste collection and disposal business.
2. Bidder will be required to collect all bio-hazardous waste material generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Department and their Mobile Clinics. Bidder should specify the following.
  - A. Size and Description of Containers to be provided by Bidder.
  - B. Cost per item of "Sharp" containers. (County may elect to provide its own "Sharp" containers.)
  - C. Collection Schedule required as follows:
    1. **WIC Departments & Mobile Clinic (See Attachments to Exhibit A)**
    2. **Juvenile Detention- Schedule Flexible**
    3. **Adult Detention Facility (Sheriff Office)- Schedule Flexible**
    4. **Health Dept & Mobile Clinic- Schedule Flexible**
  - D. Charge per collection, including basis for such charge (e.g., container size, volume of materials actually collected, etc.).
  - E. Additional fees such as landfill charges, transportation charges, etc.
3. Pricing based on container size is preferred. (e.g. 4 quarts)
4. Bidder must include price bid for any additional clinics that may open up throughout contract term.

**TERMS & CONDITION:**

5. The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional year, under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.
6. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
7. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
9. 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.

10. Vendor must submit a complete **manifest and tracking** documentation generated by treatment facility, and that the procedures and certify that the manifest are in compliance with state and federal regulations to bio-hazardous waste disposal.
11. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
12. The successful bidder 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.
13. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.
14. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

#### **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:**

15. All costs and expenses associated with the preparation and submission of bids shall be the responsibility Of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
16. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
17. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONDAY, FEBRUARY 16, 2009 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **WEDNESDAY, FEBRUARY 18, 2009 by 5:00 P.M.**

**ATTACHEMENT TO EXHIBIT "A"**  
**SCHEDULE**  
**"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"**  
**BID NO: 2009-005-02-23-MEG**

| <b>WIC DEPARTMENT ONLY CLINIC LOCATIONS</b> |  | <b>How often</b>     | <b>Qty of Containers</b> |           | <b>Clinic</b>   | <b>How often</b>  | <b>Qty of Containers</b> |
|---|--|----------------------|--------------------------|-----------|---|-------------------|--------------------------|
| <b>1</b>                                    | Edinburg Clinic<br>3105 E. Schunior<br>Edinburg, Texas       | 2x mthly             | Up to 3                  | <b>15</b> | Edinburg WIC Mobile<br>3105 W. University<br>Edinburg, Tx   | Every other mthly |                          |
| <b>2</b>                                    | La Joya WIC<br>204 W. 2 nd<br>La Joya, Tx                    | 1x a mth             |                          | <b>16</b> | Edinburg WIC II<br>113 Dawson<br>Edinburg, Tx   | 1x a mth          |                          |
| <b>3</b>                                    | Mission WIC<br>211 S. Schuback<br>Mission, Tx                | 2x mthly             |                          | <b>17</b> | Mission WIC II<br>722 N. Breyfogle<br>Mission, Tx   | 1x a mth          |                          |
| <b>4</b>                                    | Las Milpas WIC<br>7013 S. Cage<br>Pharr, Tx                  | 1x a mth             |                          | <b>18</b> | Mercedes WIC<br>504 S. Texas<br>Mercedes, Tx  | 1x a mth          |                          |
| <b>5</b>                                    | McAllen WIC<br>300 E. Hackberry<br>McAllen, Tx               | 1x a mth             |                          | <b>19</b> | McAllen WIC II<br>220 S. Bicentennial<br>McAllen, Tx  | 1x a mth          |                          |
| <b>6</b>                                    | Progreso WIC<br>5 Mile S. Bus 83 FM 1015<br>Progreso, Tx     | 3x a mthly           |                          | <b>20</b> | McAllen WIC II<br>3001 S. 23 <sup>rd</sup><br>McAllen, Tx   | 1x a mth          |                          |
| <b>7</b>                                    | Pharr WIC<br>1903 W. Fir<br>Pharr, Tx                        | 1x a mth             |                          | <b>21</b> | Pharr WIC II<br>926 S. Sam Houston<br>Suite 3<br>McAllen, Tx  | Every 3 mths      |                          |
| <b>8</b>                                    | San Juan WIC<br>524 X. Nebraska<br>San Juan, Tx              | 2 mths only          |                          | <b>22</b> | San Juan WIC<br>509 Earling Rd.<br>San Juan, Tx   | 1x a mth          |                          |
| <b>9</b>                                    | Hidalgo WIC<br>702 Tejano Street<br>Hidalgo, Tx              | 1x a mth             |                          | <b>23</b> | San Carlos WIC<br>(San Carlos Comm. Center)<br>East Hwy 107<br>(230 N. 86 <sup>th</sup> St)<br>San Carlos, Tx | Every 2 mths      |                          |
| <b>10</b>                                   | Alton WIC<br>Between Glasscock & Shary Rd.<br>Alton, Tx      | 1x a mth             |                          | <b>24</b> | Alton WIC II<br>3519 S. Main Suite B<br>Mission, Tx   | 1x a mth          |                          |
| <b>11</b>                                   | Donna WIC<br>301 S. 8 <sup>th</sup><br>Donna, Tx             | 1x a mth             |                          | <b>25</b> | Alamo WIC<br>3131 E. Bus 83 Suite<br>113<br>Alamo, Tx   | 1x a mth          |                          |
| <b>12</b>                                   | Sullivan WIC<br>W. Hwy 83<br>Sullivan, Tx                    | 3x mthly             |                          | <b>26</b> | Weslaco WIC II<br>417 S. Oregon<br>Weslaco, TX  | 1x a mth          |                          |
| <b>13</b>                                   | Weslaco WIC I<br>1901 N. Bridge<br>Weslaco, TX               | 1x a mth             |                          | <b>27</b> | Elsa WIC<br>708 E. Edinburg<br>Elsa, Tx   | 1x a mth          |                          |
| <b>14</b>                                   | Rio Grande WIC<br>604 N. Garza Street<br>Rio Grande City, Tx | 1x every other month |                          | <b>28</b> | Roma WIC<br>1505 N. Grant<br>Roma, Tx   | 1x a mth          |                          |
|   |  |                      |                          | <b>29</b> | Alamo WIC Clinic<br>1429 S. Tower Road<br>Alamo, Tx   | 1x a mth          |                          |

| JUVENILE DETENTION LOCATION |  | How often | Qty of Containers | Clinic |  | How often | Qty of Containers |
|-----------------------------|--|-----------|-------------------|--------|--|-----------|-------------------|
| 1                           | Judge Mario E. Ramirez Jr.<br>Juvenile Justice Center<br>1001 N. Doolittle Rd.<br>Edinburg, Tx | 1x mthly  |                   |        |  |           |                   |

| SHERIFF'S OFFICE LOCATION |  | How often | Qty of Containers | Clinic |  | How often | Qty of Containers |
|---------------------------|--|-----------|-------------------|--------|--|-----------|-------------------|
| 1                         | Infirmery<br>701 E. Cibolo Rd.<br>Edinburg, Tx | 2 x mthly | 20                |        |  |           |                   |

The Sheriff's Office is requesting at the time of awarding the Bid. If the awarded vendor can supplies them with, **4 small portable sharp containers, 4 additional Bio Hazardous boxes with the Bio Hazardous bags.** A current OSHA Manuel, provide a manual and a training CD/DVD for staff. Due to OSHA regulatory standards.

| HEALTH DEPT & MOBILE CLINIC LOCATIONS |  | How often  | Qty of Containers | Clinic |   | How often  | Qty of Containers |
|---------------------------------------|--|------------|-------------------|--------|---|------------|-------------------|
| 1                                     | Health Pulmonary Clinic<br>1304 S. 25 <sup>th</sup> Ave,<br>Edinburg, Tx |            |                   | 4      | Elsa WIC<br>708 E. Edinburg<br>Elsa, Tx         | 1x mthly   |                   |
| 2                                     | Edinburg Clinic<br>3105 E. Schunior<br>Edinburg, Tx                      | 2x a mthly |                   | 5      | Pharr WIC<br>1903 W. Fir<br>Pharr, Tx           | 1x a mthly |                   |
| 3                                     | Mission WIC<br>211 South Schuback<br>Mission, Tx                         | 2x a mthly |                   | 6      | Hidalgo WIC<br>702 Tejano Street<br>Hidalgo, Tx | 1x a mthly |                   |
|                                       |  |            |                   |        |   |            |                   |

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**BIOHAZARDOUS WASTE DISPOSAL SERVICES  
C-09-005-00-00**

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_ 2009 between the County of Hidalgo, Texas ("County") and \_\_\_\_\_ a Texas Corporation ("Contractor").

W I T N E S E T H:

**Whereas**, County has requested that prospective bidders submit proposals for the collection and disposal of waste materials generated by Hidalgo County Health Department Clinics and Mobile Clinic, the WIC Department Clinics and Mobile Clinic, the Hidalgo County Adult Detention Facility and the Hidalgo County Juvenile Probation Department in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids for Bio-hazardous Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

**Whereas**, Contractor has submitted a proposal to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Proposal"); and

**Whereas**, County has determined that Contractor's Proposal constitutes the lowest and best bid for such services pursuant to the RFB; and

**Whereas**, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all Hidalgo County Health Department Clinics and Mobile Clinic, the Hidalgo County WIC Department and Mobile Clinic, the Hidalgo County Sheriff's Department, and the Hidalgo County Juvenile Probation Department on an "on call" basis for a term of one (1) year from and after the effective date hereof. County may, in its sole discretion, elect to extend this Agreement for an additional one (1) year term upon written notice to Contractor not later than thirty (30) days prior to the expiration of the initial term. County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC §330.2) in the dedicated medical waste containers provided by Contractor prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers and contents shall be Nineteen and 00/100ths Dollars (\$19.00) per container. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.
3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials. Copies of Contractor's permit(s) for operation of medical waste collection and transportation service in Texas, and for operation of a medical waste disposal service at the disposal facility, owned and operated by the City of Center are attached hereto as items 1 and 2 of Exhibit "B".
4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:
  - A. A \$500,000 general liability policy with limits of at least \$100,000/\$300,000 in accordance with the Texas Tort Claims Act;
  - B. Workers compensation insurance as required by applicable law;
  - C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
  - D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
  - E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.
5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and

transport operations or the disposal of waste at the locations described in paragraph 3, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility at the locations described in paragraph 3, above.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Contractor's or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

- 7.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 7.02 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 7.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.
- 7.04 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- 7.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall



7.12 **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Juan D. Salinas III, County Judge

ATTEST:

APPROVED AS TO FORM  
Atlas & Hall, L.L.P.

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

By: \_\_\_\_\_