

STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO   §

**BIOHAZARDOUS WASTE DISPOSAL SERVICES  
C-10-364-12-14**

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 14 day of December, 2010 between the County of Hidalgo, Texas ("County") and **Bio-Ops, LLC** a Texas Limited Liability Company ("Contractor").

W I T N E S E T H:

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

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

**Whereas**, County has determined that Contractor's Sealed Quote constitutes the lowest and best bid for such services pursuant to the RFSQ; 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 by Hidalgo County Health and Humans Services , the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from and after the effective date hereof. 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/boxes provided by Contractor at no additional cost to the County prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers/boxes and contents shall be Twenty and 00/100ths Dollars (\$20.00) per container/box. 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.
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 be in writing and shall either be (I) personally delivered against a written receipt, or



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: \_\_\_\_\_

\_\_\_\_\_  
Ramon Garcia, County Judge

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

ATTEST:

APPROVED AS TO FORM:  
Atlas & Hall, LLP

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

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

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**

**HIDALGO COUNTY**

**REQUEST FOR SEALED QUOTES**

**"Bio-Hazardous Medical Waste Disposal Services"**

**RFSQ No. 2010-364-11-17-SMA**



PURCHASING DEPARTMENT  
County Of Hidalgo

November 09, 2010

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Re: **HIDALGO COUNTY-  
REQUEST for SEALED QUOTES-"Bio-Hazardous Medical Waste Disposal Services"**  
**SEALED QUOTE No.: 2010-364-11-17-SMA**

Dear Respondent:

Enclosed please find a Request for Sealed Quote (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandra Montalvo, Buyer II

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

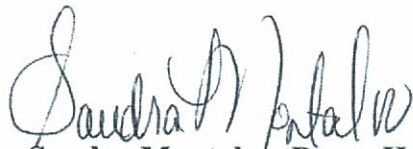
REQUEST FOR SEALED QUOTE (RFSQ)  
CHECKLIST

HIDALGO COUNTY  
"BIO-HAZARDOUS WASTE MEDICAL DISPOSAL SERVICES"  
BID NO.: 2010-364-11-17-SMA

1. Request for Bid Letter, consist of  1  page.
2. Request for Bid, Legal Notice, consisting of  8  pages.
3. Exhibit "A"- Specifications/Requirements, consisting of  6  pages.
4. Exhibit "B"-Bid Page, consisting of  2  pages.
5. Exhibit "C" Insurance Requirements, consisting of  4  pages.
6. Exhibit "D"-Conflict of Interest, consist of  1  page.
7. Bidders Application and Tax Form W-9, consisting of  6  pages.
8. Certification Regarding Debarment consists of  1  page.
9. Draft Services Contract, consisting  5  pages.

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith in. Should you find that any of the items are not attached in its entirety please contact Sandra Montalvo @ Hidalgo County Purchasing Department by calling (956) 318-2626 or e-mail [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) to advise of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

  
Sandra Montalvo, Buyer II  
Hidalgo County Purchasing Department

November 10, 2010  
Date

# **LEGAL NOTICE**

**HIDALGO COUNTY**

**REQUEST FOR SEALED QUOTES**

**“Bio-Hazardous Medical Waste Disposal Services”**

**RFSQ No. 2010-364-11-17-SMA**

# **REQUEST FOR SEALED QUOTES**

## **HIDALGO COUNTY “Bio-Hazardous Medical Waste Disposal Services”**

### **OPENING DATE:**

**November 17, 2010 @ 2:00 p.m.**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539



1. Sealed quotes will be received for **"HIDALGO COUNTY-BIO-HAZARDOUS MEDICAL 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. All sealed quotes 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: **"RFSQ NO. 2010-364-11-17-SMA- HIDALGO COUNTY-BIO-HAZARDOUS MEDICAL 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 2:00 p.m. Wednesday, November 17, 2010.**

**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 bids and to waive any/all formalities or technicalities, or to accept the bid 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 known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. 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 card 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:** (if applicable)
  - 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  
(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- "**HIDALGO COUNTY-BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - Discount payments will be considered when offered.
  - Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office  
Ray Eufrazio, CPA, County Auditor  
2809 S. Bus. Hwy 281  
Edinburg, Texas 78539  
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Quote Opening 2:00 P.M.

November 17, 2010

Award of Contract \_\_\_\_\_, 2010

Commence Work or Deliver Products \_\_\_\_\_, 2010

18. ~~Bid or Performance Bond; Payment Under Contract (if applicable for public works projects):~~

- ~~• If the contract proposed is for the construction of public works or is for a contract exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
- ~~• Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to 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 therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**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 and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of “Good Standing”, you may access the following website: [www.window.state.tx.us/taxinfo/coasintr.html](http://www.window.state.tx.us/taxinfo/coasintr.html) . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
  - 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,

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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 of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by 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  
**HIDALGO COUNTY**  
**“BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES”**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus. 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: \_\_\_\_\_

(THIS PAGE MUST BE SUBMITTED WITH SEALED QUOTE)

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**  
**HIDALGO COUNTY**  
**"BIO-HAZARDOUS MEDICAL WASTE DISPOSAL SERVICES"**  
**RFSQ NO. 2010-364-11-17-SMA**

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**PROJECT OVERVIEW:**

Hidalgo County is requesting sealed quotes for an annual contract. for the Pickup and Disposal of "BIO-HAZARDOUS MEDICAL WASTE" on an as needed basis but in no event to exceed the \$50,000.00 (per year) statutory bid limit including, but not limited to the following:

**SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS:**

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

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

#### **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such

request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

- 1) All costs and expenses associated with the preparation and submission of sealed quotes shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
- 2) Hidalgo County is requesting that sealed quotes be submitted to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo at 2812 S. Business Hwy 281 (Hidalgo County New Administration Bldg.), Edinburg, Texas 78539.

**ATTACHMENT "A"**  
**HIDALGO COUNTY**  
**"Bio-Hazardous Medical Waste Disposal Services"**  
**RFSQ NO. 2010-364-11-17-SMA**

**Waste Pick-up Schedule:**

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

<b>HIDALGO COUNTY WIC PROGRAM</b>			
<b>Contact Person: Margarita Gonzalez-956-318-4646</b>			
<b>LOCATIONS/CLINICS</b>		<b>Scheduled Service (Weekly, bi-weekly, monthly etc.)</b>	<b>Estimated Qty. of boxes &amp; liners per location</b>
1)	Edinburg Clinic 3105 E. Schunior Edinburg, Texas	WEEKLY	3 boxes
2)	La Joya WIC 204 W. 2 nd La Joya, Tx	Every 2 months	3 boxes
3)	Mission WIC 211 S. Schuback Mission, Tx	twice a month	3 boxes
4)	Las Milpas WIC 7013 S. Cage Pharr, Tx	once a month	3 boxes
5)	McAllen WIC 300 E. Hackberry McAllen, Tx	once a month	3 boxes
6)	Progreso WIC 5 Mile S. Bus 83 FM 1015 Progreso, Tx	Every 2 months	3 boxes
7)	Pharr WIC 1903 W. Fir Pharr, Tx	Bi weekly	3 boxes
8)	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	once a month	3 boxes
9)	Alton WIC 3509 E. Main. Alton, Tx	once a month	3 boxes
10)	Donna WIC 301 S. 8 <sup>th</sup> Donna, Tx	once a month	3 boxes
11)	Sullivan WIC W. Hwy 83 Sullivan, Tx	once a month	3 boxes
12)	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
13)	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	once a month	3 boxes
14)	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	once a month	3 boxes
15)	Edinburg WIC II 113 Dawson Edinburg, Tx	once a month	3 boxes

16)	Mission WIC II 722 N. Breyfogle Mission, Tx	Every 2 weeks	3 boxes
17)	Mercedes WIC 504 S. Texas Mercedes, Tx	once a month	3 boxes
18)	McAllen WIC II 220 S. Bicentennial McAllen, Tx	once a month	3 boxes
19)	McAllen WIC II 3001 S. 23 <sup>rd</sup> McAllen, Tx	once a month	3 boxes
20)	Pharr WIC II 1903 N. Fir Pharr (Temp. Address)	Every 3 mo	3 boxes
21)	San Juan WIC 509 Earling Rd. San Juan, Tx	twice a month	3 boxes
22)	San Carlos WIC(San Carlos Comm. Center) 230 N. 86 <sup>th</sup> St- East Hwy 107 San Carlos, Tx	once a month	3 boxes
23)	Alton WIC II 3519 S. Main Suite B Mission, Tx	once a month	3 boxes
24)	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	twice a month	3 boxes
25)	Weslaco WIC II 417 S. Oregon Weslaco, TX	once a month	3 boxes
26)	Elsa WIC 708 E. Edinburg Elsa, Tx	once a month	3 boxes
27)	Roma WIC 1505 N. Grant Roma, Tx	once a month	3 boxes
28)	Alamo WIC Clinic 1429 S. Tower Road Alamo, Tx	once a month	3 boxes

**HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**

Contact Person: **Elena Gaitan 956-587-6200**

	LOCATION	Scheduled Service (weekly, bi-weekly monthly etc.)	Estimated Qty. of boxes & liners per location
1)	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Tx	once a month	2 boxes

**HIDALGO COUNTY SHERIFF'S OFFICE**

Contact Person: **Juan Tapia 956-383-8114** *Rene Contreras*

	LOCATION	Scheduled Service (Weekly, bi-weekly monthly etc.)	Estimated Qty. of boxes & liners per location
1)	Infirmary 701 E. Cibolo Rd. Edinburg, Tx	twice a month	<i>10</i> 8 boxes
2)	Law Enforcement CSI Office 711 E. Cibolo Rd Edinburg, Tx	monthly	1 box

**HIDALGO COUNTY HEALTH & HUMAN SERVICES**

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

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

LOCATION		Scheduled Service (Weekly, bi-weekly monthly etc.)	Estimated Qty. of boxes & liners per location
1)	Edinburg Clinic 3105 E. Richardson Edinburg, Texas 78539 Phone: (956)318-2040 Supervisor: Maricela Hernandez, R.N.	once a month	4 boxes
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Marisol Escamilla, R.N.	once a month	3 boxes
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N.	once a month	3 boxes
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Norma Garza, R.N.	once a month	5 boxes
5)	Mission Clinic 211 N. Schurebach Road Mission, Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N.	once a month	5 boxes
6)	Pharr Clinic 1903 N. Firs Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N.	once a month	5 boxes
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N.	once a month	3 boxes
8)	Pulmonary Clinic (South Entrance) 1304 South 25 <sup>th</sup> Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Gloria Salinas, R.N., TB Program Manager	once a month	4 boxes

**“EXHIBIT B”**

HIDALGO COUNTY

“BIO-HAZARDOUS WASTE MEDICAL DISPOSAL SERVICES”

BID NO.: 2010-364-11-17-SMA

BID PAGE

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Description of Box & Liner	Sizes
LANDFILL SITE: (NAME, ADDRESS OF COMPANY)	
_____	
_____	

**FLAT RATE PRICE**     \$ \_\_\_\_\_  
**Pickup & Disposal of Medical Waste including box & liner**  
**(Schedule or non-schedule)**

**ACKNOWLEDGMENT FORM**

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

BIDDER /COMPANY'S NAME: \_\_\_\_\_

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

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELLULAR NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

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

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**EXHIBIT "C"**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>		DATE (MM/DD/YY)
PRODUCER:		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP	\$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea-accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY EA ACCIDENT	\$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC AGG \$	
C	<b>GARAGE LIABILITY</b>				AUTO ONLY EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
	<b>EXCESS LIABILITY</b>					\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
D	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUS <input type="checkbox"/> OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
				E.L. DISEASE-POLICY LIMIT	\$	
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$\_\_\_\_\_ General Liability: \$\_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.

2. Bonds: \_\_\_\_\_.

3. Certificates: \_\_\_\_\_.

4. Permits: \_\_\_\_\_.

5. Other: \_\_\_\_\_.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity 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.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes  No

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

Yes  No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D Describe each employment or business relationship with the local government officer named in this section

4

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

\_\_\_\_\_  
Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

**VENDOR'S APPLICATION**

**&**

**W-9 FORM**

**HIDALGO COUNTY**

**REQUEST FOR SEALED QUOTES**

**“Bio-Hazardous Medical Waste Disposal Services”**

**RFSQ No. 2010-364-11-17-SMA**



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:                      Yes    No

If yes, by whom?:    Texas Building & Procurement Commission                      Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:    Yes    No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

---

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):    Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):    Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):    Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    )  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and

- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## **Certification Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

# **EXHIBIT "B"**

**BID PAGE**

**HIDALGO COUNTY**

**REQUEST FOR SEALED QUOTES**

**"Bio-Hazardous Medical Waste Disposal Services"**

**RFSQ No. 2010-364-11-17-SMA**

**“EXHIBIT B”**

HIDALGO COUNTY

“BIO-HAZARDOUS WASTE MEDICAL DISPOSAL SERVICES”

BID NO.: 2010-364-11-17-SMA

BID PAGE

Description of Box & Liner	Sizes
<i>CORRUGATED CARDBOARD BOXES</i>	<i>16 5/8" x 13 5/8" x 20</i>
<i>BIOHAZARD BAGS/LINERS - RED PLASTIC</i>	<i>40-45 GALLONS</i>
LANDFILL SITE: (NAME, ADDRESS OF COMPANY)	
<i>BIO MEDICAL WASTE SOLUTIONS, LLC.</i>	
<i>9065 JADE AVE., PORT ARTHUR, TEXAS 77642</i>	

**FLAT RATE PRICE**     \$ 20<sup>00</sup> / BOX  
**Pickup & Disposal of Medical Waste including box & liner**  
**(Schedule or non-schedule)**

### ACKNOWLEDGMENT FORM

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

BIDDER /COMPANY'S NAME: Bio-Ops, LLC.

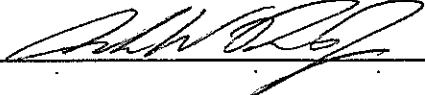
ADDRESS: PO Box 1985

CITY/STATE/ZIP CODE: EDINBURG, TEXAS 78540

PHONE NUMBER: 1-888-956-2461 (1-888-956-BIO-1)

CELLULAR NUMBER: 956-778-4412

FAX NUMBER: 956-287-4907

AUTHORIZED SIGNATURE: 

EMAIL ADDRESS: aj@bio-ops.net (or) medwaste@bio-ops.net

PRINTED NAME: ARMANDO W. RAMIREZ, JR

TITLE: OWNER

DATE: 11/16/10

Bryan W. Shaw, Ph.D., *Chairman*  
Buddy Garcia, *Commissioner*  
Carlos Rubinstein, *Commissioner*  
Mark R. Vickery, P.G., *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

November 19, 2010

Mr. Armando W. Ramirez, Jr., Owner  
Bio-Ops, LLC  
1403 Cedar St.  
Edinburg, TX 78539-5433

Re: **Renewal: Medical Waste Transporter Registration by Rule**

Bio-Ops, LLC

MSW 50125

CN603579392

Originally Claimed: October 13, 2009

RN105830145

Expires: October 13, 2011

Dear Mr. Ramirez:

The Texas Commission on Environmental Quality (TCEQ) has received your "Application to Claim a Registration by Rule" in accordance with Title 30 Texas Administrative Code (TAC) Section (§) 330.9(l).

This letter acknowledges receipt of your claim. It is not an acknowledgment regarding compliance of your operation with state and federal rules and regulations. Failure to comply with all rules and regulations regarding the transporting of untreated medical waste may result in enforcement action and/or the revocation of your transporter registration.

Our records indicate that your **financial assurance expires October 8, 2011**. Please note that Title 30 TAC §37.111 requires you to have continuous financial assurance while your registration is active.

A copy of your claim for registration and all amendments must be available at all times and at all locations where business is being transacted under this registration, including all motorized vehicles or trailers operated under this registration. If any information provided in the claim changes, you must provide an update application within 30 days. Enclosed is a copy of your claim.

If you wish to renew your claim, an application for renewal should be submitted at least 60 days prior to the above expiration date.

By March 1 of each year a report summarizing transportation activities for the preceding calendar year (January 1 through December 31) must be submitted to the TCEQ.

This action is taken under the authority delegated by the Executive Director of the TCEQ.

If you have any questions, please contact Jody Miller at (512)239-6833.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Schiller".

Vanessa J. Schiller, Manager  
Registration and Reporting Section

VJS/jlm

Enclosure

---

cc: TCEQ Region 15, Harlingen Office  
Revenues Section, MC 184

P.O. Box 13087

Austin, Texas 78711-3087

512-239-1000

Internet address: [www.tceq.state.tx.us](http://www.tceq.state.tx.us)

**EXHIBIT “C”**

**INSURANCE REQUIREMENTS**

**HIDALGO COUNTY**

**REQUEST FOR SEALED QUOTES**

**“Bio-Hazardous Medical Waste Disposal Services”**

**RFSQ No. 2010-364-11-17-SMA**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>11/18/2010</b>
PRODUCER <b>ANNAVILLE INSURANCE</b> 14602 Compass Street #A Corpus Christi, TX 78418 (361) 949-6787	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED <b>BIO-OPS LLC</b>  1403 CEDAR EDINBURG, TX 78539	INSURERS AFFORDING COVERAGE  INSURER A: <b>CENTURY SURETY COMPANY</b> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	ccp-647427	10/07/10	10/07/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000												
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe/boundor SPECIAL PROVISIONS below				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">WC STATU-TORY LIMITS</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 10%;"></td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATU-TORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT		\$																
E.L. DISEASE - EA EMPLOYEE		\$																
E.L. DISEASE - POLICY LIMIT		\$																
		OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CRIME AND TRAUMA SCENE CLEAN UP**  
**BIO-RECOVERY & DECON SERVICES**  
 hidalgo county, 2812 s. business hwy 281, edinburg, tx 78539 is named as  
 an additional insured on policy number ccp 647427

CERTIFICATE HOLDER  Fax#956-318-2629 hidalgo county purchasing department 2812 s. business hwy 281 edinburg, tx 78539 attn: sandra montalvo	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER: 73TRR210060

**CERTIFICATE OF INSURANCE**

M-4579b (01/2009)

This certificate of insurance is NOT an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. The terms, conditions and exclusions of the policy govern the rights and obligations of the Company to the named insured and any other insureds and may limit coverage. Provisions of any other contract, including agreements between the insured and anyone else, cannot and do not amend, extend, or alter any terms, conditions or exclusions in the policy. Additional insured and other endorsements may be authorized only by the Company or their appointed General Agents. Where reference is made to an Aggregate Limit, such limit is the company's maximum liability under the policy for the entire policy period regardless of the number of insureds, claimants or occurrences.

Date 12/02/2010 11:49 AM

NAMED INSURED BIO-OPS LLC

NAMED INSURED'S ADDRESS PO BOX 1986 EDINBURG, TX 78640

INSURANCE COMPANY NAME: NATIONAL LIABILITY & FIRE INSURANCE COMPANY

INSURANCE COMPANY ADDRESS: 3024 Harney Street • Omaha, Nebraska • 68131

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INCEPTION DATE EXPIRATION DATE
73TRR210060	<b><u>AUTOMOBILE LIABILITY</u></b>		10/08/2010 12:01 AM 10/08/2011 12:01 AM
	Bodily Injury	Each Person \$ <u>N/A</u>	
		Each Accident \$ <u>N/A</u>	
	Property Damage	Each Accident \$ <u>N/A</u>	
	Bodily Injury & Property Damage	Combined Single Limit \$ <u>1,000,000</u>	
	Other: <u>M4789 Pollution Buyback</u>	\$ <u>Included</u>	
	<b><u>GARAGE LIABILITY - OTHER THAN AUTO</u></b>		
	Bodily Injury & Property Damage Combined Single Limit	\$ <u>N/A</u>	
	Aggregate Limit	\$ <u>N/A</u>	
	Garagekeepers Coverage		
	<input type="checkbox"/> Legal Liability <input type="checkbox"/> Direct Primary <input type="checkbox"/>	\$ <u>N/A</u>	
	Other: _____	\$ <u>N/A</u>	
	<b><u>CARGO COVERAGE</u></b>		
	Other: _____	\$ <u>N/A</u>	

Certificate Holder is named as Designated Insured on this policy.

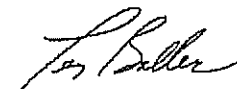
Vehicle Schedule	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible
Vehicle Number (Year, Make, Model, VIN)				
2003 DODGE CARGO VAN 2D7KB31Y13K626835	N/A		N/A	N/A
1996 KIDRON UNKNOWN 1K9113014T1084482	N/A		N/A	N/A

**This Certificate issued to:**

HIDALGO COUNTY PURCHASING DEPARTMENT  
2812 S. BUSINESS HIGHWAY 281  
Edinburg, TX 78539

**This Certificate issued by:**

Quirk and Company  
10001 Reunion Place Suite 100  
San Antonio, TX 78216



Authorized Representative

