

Requisition

Req # 00168006

PO #

Date: 01/06/10

*Consent
19858
2/16/10*

Bill To: x
x

Vendor: 179337
WASTE MANAGEMENT OF TEXAS, INC.
P.O. BOX 78251
PHOENIX AZ 85062-8251
FAX (956)781-5572

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
12.00	MONTH	DO NOT DUPLICATE ORDER COMMERCIAL SERVICE AGREEMENT FOR WASTE COLLECTION PICK-UP FOR PHARR CLINIC 1903 NORHT FIR PHARR, TEXAS	58.71	704.52
12.00		LOCK LID	15.00	180.00
		Account No _____	Encumbrance	
		0-1100-441-00-340-003-0-421	884.52	
			Freight	.00
			Total	884.52
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



South TX

RECEIVED
FEB 05 2010
A-35

Commercial
SERVICE AGREEMENT
NON-HAZARDOUS WASTES

Reg. 168006

Last API Date _____
 CUSTOMER ACCT# 717-421
 ACCT. NAME HIDALGO COUNTY HEALTH DEPT
 SERV. ADDR 1903 N FIR
 CITY, ST ZIP PHARR, TX, 78577-1903
 COUNTY/Parish HIDALGO
 TEL # (956) 787-1531 FAX (956) 383-3229
 CONTACT JOSIE ESCALANTE / SYLVIA PENA
 E-MAIL sylvia.pena@hchd.org

REASON CODE C R L
 EFFECTIVE DATE 1/1/2010 SIC Code 9111 - Executive
 BILL. NAME HIDALGO COUNTY HEALTH DEPT
 BILL. ADDR 1304 S 25TH AVE
 CITY, ST Zip EDINBURG, TX, 78542-7205
 COUNTY/Parish _____
 TEL # (956) 787-1531 FAX (956) 383-3229
 CONTACT JOSIE ESCALANTE / SYLVIA PENA
 E-MAIL sylvia.pena@hchd.org

EQUIPMENT/SERVICE SPECIFICATIONS -

NEW Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*	
									M	T	W	Th	F	S	S		
		1	3FL	Y	N	N	1										\$ 58.71 / mth.
			LKF														\$ 15.00 / mth.
																	\$ / mth.
																	\$ / mth.

Enter Map Code/ Driver Notes/Cross Roads/Container Description Here Total \$ \$73.71 / mth.

OLD Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*	
									M	T	W	Th	F	S	S		
		1	3FL	Y	N	N	1										\$ 58.71 / mth.
			LKF														\$ 15.00 / mth.
																	\$ / mth.
																	\$ / mth.

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement:

Container pull/push out required?	No (Yes/No)	* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.	Total \$ 73.71 / mth.
Container behind gate or enclosure?	No (Yes/No)		
Customer's Waste Materials does not exceed an average weight of	70 lbs/yard		

Net Change \$ / mth.

Other applicable service terms (including Waste Material composition): _____

CUSTOMER DEPOSIT	
P.O. NUMBER	
JOB NUMBER	
RECEIPT REQUIRED?	No (Yes/No)
TAXABLE	No (Yes/No)
BILL TO ACCT #	
DISPOSAL SITE	

SCHEDULE OF CHARGES* (AS REQUIRED)	
Locks	\$ 15.00
Overage Charge	\$ /yard, min 2 yard charge
Extra Pickup Charges *****	
Per Lift	\$ 114.00
Per Yard	\$
Delivery Charge	\$ 85.00
Container Exchange Charge	\$ 125.00
Trip Charge (Unable to Service)	\$
Removal Fee	\$ 85.00
Customer Service Assisted Payment Charge	\$
Franchise Fee	\$
Administrative Fee	\$ 3.00 / Invoice
	\$

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

-TERMS: DUE UPON RECEIPT-

CUSTOMER	HIDALGO COUNTY HEALTH DEPT		
AUTHORIZED SIGNATURE	X	DATE	
TITLE	X	DATE	
NAME (PRINT OR TYPE)	X		
COMPANY	Waste Management Inc.		
AUTHORIZED SIGNATURE	925		
SALESPERSON	Hilda Love	DATE	



SERVICE AGREEMENT
NON-HAZARDOUS WASTES.

COLLECTION SERVICE AGREEMENT
TERMS AND CONDITIONS

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials.

2. TERM. The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five (5) business days of its receipt of a written demand from Customer

4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the first page, as adjusted hereunder, within ten (10) days of the date of Company's invoice.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the initial Term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees:

damages in addition to the Company's legal fees: 1) if the remaining renewal Term under this Agreement is three or more months, Customer shall pay its most recent full monthly charges multiplied by three; or 2) if the remaining Term under this Agreement is less than three months, Customer shall pay its most recent full monthly charges multiplied by the number of months remaining in the renewal Term.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement.

9. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) Neither party shall assign this Agreement without the prior written consent of the other party, except that Company may assign this Agreement to any entity affiliated with Company without Customer's consent.

10. NOTIFICATION. All written notification required by this agreement shall be by Certified Mail, Return Receipt Requested or by facsimile with an automated date and time stamp to the attention of Sales Manager

_____ at the facsimile number for the Company on the first page.

Customer

(Authorized Signature)

(Title)

(Date)



February 02, 2010
wm.com

RECEIVED
HIDALGO COUNTY HEALTH
AND HUMAN SERVICES DEPARTMENT

JOSIE ESCALANTE / SYLVIA PENA
HIDALGO COUNTY HEALTH DEPT
1304 S 25TH AVE
EDINBURG, TX 78542-7205

FEB 05 2010

1304 S. 25th Ave.
Edinburg, Texas 78542

Dear JOSIE ESCALANTE / SYLVIA PENA:

Please find enclosed Service Agreement that we previously discussed. This is a two-page document, so please be sure to review both pages before signing and returning to me via e-mail (hlove@wm.com), fax (866) 484-0845 or mail (address below).

On the Service Agreement, you'll find a summary of the NEW and OLD services and monthly charges we discussed, as well as a "Schedule of Charges As Requested" in the lower right-hand corner. These are NOT recurring charges and will only be applied to your account if you request one of the services (e.g., an extra pick-up or container exchange).

Please contact me at (662) 407-4167 if you have any questions or need any additional information.

Sincerely,

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

Hilda Love
Account Manager
Waste Management, Inc.
P.O. Box 2475
Tupelo, MS 38801

AI-19858

11.I.

**COOP's Approval & Renewal Maintenance Agreements
CC CONSENT**

Date: 02/16/2010
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Departments, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

2. Requesting approval to enter into a 12-month maintenance license support/remote support subscriber agreement with Stonefield Software USA, Inc. for the District Attorneys Department through a requisition #169210 for the total amount of \$459.00 effective March 1, 2010 - February 28, 2011 (0-1222-412-00-080-006-0-336).

3. Requesting approval and authority to execute required commercial service agreement for 36 months with Waste Management for the Hidalgo County Health & Human Services Department to service address 1903 N. Fir, Pharr, TX through the following requisition #168006 at 73.71/month effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1222-412-00-080-006-0-336
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Amount available for requisition# 169210 as of 2-11-10 \$459.00 for Stonefield Software USA, Inc.	

FISCAL YEAR: 2010	ACCT. #: 0-1100-441-00-340-003-0-421
FUNDS AVAILABLE Y/N?: Yes	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Amount available for requisition# 168006 as of 2-11-10 \$884.52 for Waste Management of Texas, Inc.	

Attachments

