

Requisition

Req # 00253557

PO #

Date: 03/12/14

Bill To: x
 x

Vendor : 318973
ALLIED WASTE SERVICES OF RIO GRANDE
9402 W. EXPRESSWAY 83
HARLINGEN TX 78552-6696

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: JORTEGA
956-289-7850

Contract No:

Special Instructions:
REQ#287

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		36 MONTH TERM AGREEMENT FOR WASTE COLLECTION AT 1.LA MANSION, 2.PCT 3 JPS 3.CONSTABLES OFFICE BOTH PCT 3 MULTIPLEX DO NOT DUPLICATE ORDER		
10.00	MONTH	36 MONTH AGREEMENT FOR WASTE COLLECTION @ LA MANSION 2401 N MOOREFIELD RD	81.22	812.20
10.00	MONTH	36 MONTH AGREEMENT FOR WASTE COLLECTION @ PCT 3 JPS & CONSTABLES OFFICES 730 BREYFOGLE	81.22	812.20
10.00	MONTH	36 MONTH AGREEMENT FOR WASTE COLLECTION @ PCT 3 MULTIPLEX 722 BREYFOGLE	81.22	812.20
3.00	EACH	DELIVERY FOR 3 LOCATIONS	85.00	255.00
3.00	EACH	RELOCATION	90.00	270.00
10.00	EACH	EXTRA PICK UP	95.00	950.00
10.00	EACH	EXTRA YARDS	17.00	170.00
1.00	EACH	ADDITIONAL FEES (ADMIN, FUEL, ENVIROMENTAL FEES, ETC)	200.00	200.00
1.00	EACH	LATE FEES	200.00	200.00
		<u>Account No</u>	<u>Encumbrance</u>	
		4-1100-419-40-220-001-0-421	4,281.60	
		4-1100-419-40-220-001-0-855	200.00	
			Freight	.00
			Total	4,481.60
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

To: 14802708959

9564282045

MAR-11-2014 16:47 From: E1452

INVOICE TO	
Name:	HIDALGO COUNTY BUILDING & GROUND
Address:	
Address:	P O BOX 1356
City:	EDINBURG STATE TX
ZIP CODE:	78540 Fax No. 956-318-2848
TEL. No.:	956-289-7851 E-mail

SITE LOCATION	
NAME:	HIDALGO COUNTY LA MANSION
ADDRESS:	2401 N MOOREFIELD RD
CITY:	MISSION STATE: TEXAS
ZIP CODE:	78672
TEL. NO.:	956-289-7851
AUTHORIZED BY:	JESSICA ORTEGA
CONTACT:	JESSICA ORTEGA



ALLIED WASTE SERVICES
 A REPUBLIC SERVICES COMPANY
PERMANENT CUSTOMER SERVICE AGREEMENT
 AGREEMENT NUMBER: **MN031114G**

ACCOUNT NUMBER	
----------------	--

NO	CONT	TYPE	SIZE	C	QTY	ACCT	CU	GRID	SERV.	EST	P.O.	REC'T	LP	CFW	LF	OPEN	L.Q.B.	PRE	PER	MONTHLY	OTHER	FEE	MONTHLY	PERIOD
	NO					TYPE			FREQUENCY	LIFTS	REQ	REQ	CODE		AMOUNT	DATE		BELL	LIFT				RENTAL	RATE
N	1	FL	4.0		1	P	N		1/W		N	Y	N	AA00				10	Y				\$81.22	
																						Delivery(Del)	\$85.00	
																						Relocation(REL)	\$90.00	
																						Extra Pick up(EXT)	\$95.00	
																						Extra Yards(EXY)	\$17.00	

Additional Fee's -Tax, Admin, Late, Fuel & Enviro Fees apply

ALLIED WASTE SERVICES OF TEXAS, LP AND ALLIED WASTE SERVICES OF MID-GRAND VALLEY

Maribel Nieto (AUTHORIZED SIGNATURE) *Inside Sales* REPRESENTATIVE TITLE *3/11/14* DATE

THE UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT SERVICE HAS BEEN AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE SIDE, AND THAT SERVICE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND TO BIND THE CUSTOMER.

(AUTHORIZED SIGNATURE) TITLE: _____

CUSTOMER'S NAME (PLEASE PRINT) DATE OF AGREEMENT _____

COMMENTS: DELIVER 1-4 YD

FOR OFFICE USE ONLY											
NATIONAL ACCOUNT NUMBER		CUSTOMER CATEGORY		CASH BALANCE		SUSPENSE		CREDIT ANALYST			
N/A		COMM		N/A		Y		VERDIBE			
3	CONTRACT EFFECTIVE DATE	36	TERM	01	CONTRACT TERM	PURCHASE ORDER NUMBER		A/C			
30	SALES REPRESENTATIVE	1026	TAX CODE	TAX EXEMPTION NUMBER		TRAIL CODE		REASON CODE		COMPETITOR CODE	
	1006326	1026				01		02		W/M	
				CREDIT LIMIT		CONTRACT APPROVAL		ENTERED BY		DATE	

CONTACT PERSON: *Daniel Flores 956-289-7855*

HOURS OF OPERATION: *Mon - Fri 8am-5pm*

DELIVERY/PLACEMENT INSTRUCTIONS: *See Mr Flores for placement*

953557

INVOICE TO	
Name:	HIDALGO COUNTY BUILDING & GROUND
Attention:	
Address:	P O BOX 1356
City:	EDINBURG STATE TX
ZIP CODE:	78540 Fax No. 956-318-2848
TEL. NO.:	956-289-7851 E-mail

SITE LOCATION	
NAME:	HIDALGO COUNTY PCT 3 MULTIPLEX
ADDRESS:	722 BREYFOGLE
CITY:	MISSION STATE TEXAS
ZIP CODE:	78572
TEL. NO.:	956-289-7851
AUTHORIZED BY:	JESSICA ORTEGA
CONTACT:	JESSICA ORTEGA



ALLIED WASTE SERVICES
 A REPUBLIC SERVICES COMPANY
PERMANENT CUSTOMER SERVICE AGREEMENT
 AGREEMENT NUMBER **MN031114E**

ACCOUNT NUMBER

NO	CONT ORP	TYPE	SIZE	C	QTY	ACCT TYPE	CO	GRID	SERV. FREQUENCY	EST LFTS	S	P.O. REQ	RECTY REQ	LF CODE	CITY	LF AMOUNT	OPEN/CLOSE DATE	L.O.B.	PRE BILL	PER LIFT	MONTHLY	OTHER	FEES	MONTHLY RENTAL FEE	PERIOD RATE
N	1	FL	4.0		1	P	N		1/1W		N	Y	N	AA00					Y		\$81.22				
Additional Fee's -Tax, Admin, Lata, Fuel & Enviro Fees apply																									
Delivery(Del) \$85.00 Relocation(REL) \$90.00 Extra Pick up(EXT) \$95.00 Extra Yards(EKY) \$17.00																									

ERI WASTE SERVICES OF TEXAS, FEEDS ALLIED WASTE SERVICES OF RIO GRANDE VALLEY

Maribel Nieto (AUTHORIZED SIGNATURE) *Inside Sales* REPRESENTATIVE TITLE *3/11/14* DATE

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF HIS/HER AND THE CUSTOMER.

BY: *X* (AUTHORIZED SIGNATURE) TITLE: _____

CUSTOMER'S NAME (PLEASE PRINT) _____ DATE OF AGREEMENT _____

COMMENTS: DELIVER 1 - 4 YD

FOR OFFICE USE ONLY											
NATIONAL ACCOUNT NUMBER		CUSTOMER CATEGORY		CASH TELEPHONE		OFFERED		CREDIT ANALYST			
N/A		COMM		N/A		Y		VERDIBE			
ISS NUMBER	CONTRACT EFFECTIVE DATE	TERM	RENEW DATE	CPL	CONTRACT STATUS	PURCHASE ORDER NUMBER		S.I.C.			
1		36		Y	01			A012			
TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	REASON CODE	CONVERTOR CODE					
39	1086326	1026		01	02	WMI					
RECORD	RENEW DATE	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY	DATE					

CONTACT PERSON: *Daniel Flores 956-289-7855*

HOURS OF OPERATION: *Mon - Fri 8am - 5pm*

DELIVERY/PLACEMENT INSTRUCTIONS: *See Mr Flores for placement*

TERMS AND CONDITIONS FOR SERVICE AGREEMENT (Permanent Contract)

SERVICES: Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

TERM: THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE EFFECTIVE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERM UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 30 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

WASTE MATERIALS: The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

TITLE: Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

PAYMENTS: Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored (b) a landfill/environmental recovery fee in the amount shown on each of Company's Invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice; and (c) a late payment fee in an amount equal to the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

RATE ADJUSTMENTS: Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES: The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

RESPONSIBILITY FOR EQUIPMENT; ACCESS: Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

DAMAGE TO PAVEMENT: Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

SUSPENSION: If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

TERMINATION: In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

PAYMENT UPON TERMINATION: If Customer terminates this agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this agreement.

ASSIGNMENT: Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

EXCUSED PERFORMANCE: Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES: If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

MISCELLANEOUS: This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original.

Customer Signature X Date X



RGV Service Type Fees & Tax
Hidalgo County

LOB	Commercial - Open Market	
Service Type	Required (Y/N)	Fee
Administration	Y	\$3.25/Mo
Casters	N	\$7/Mo
ERF Disposal*	Y	%
ERF - Hauling*	Y	%
ERF - MSW*	Y	%
Exchange	N	\$ 85
Extra Bag	N	N/A
FRF Disposal*	Y	%
FRF - Hauling*	Y	%
FRF - MSW*	Y	%
Late	Y	1.5%
Lock Bar	N	\$5/Mo
NSF/Returned Checks	Y	\$ 50
Re-Delivery	Y	\$ 85
Reinstat/Serv Interrupt	Y	\$ 35
Removal	Y	\$ 85
Sales Tax	Y**	Cty/Cnty
Wash-Out/deodorize	N	\$ 165
Tax Exempt***	TBD	N/A

Note: Required with an "N" designation; Fees will only be applied if Service Type is requested
TBD = To Be Determined

* Rate may fluctuate month to month; based upon Consumer Price Index (CPI)

** Sales Tax unless Tax Exempt

*** Tax Exempt - Certification Required

7132012

Initials

Date

X _____
X _____



ALLIED WASTE SERVICES

A REPUBLIC SERVICES COMPANY

Service Proposal

9402 W. Expressway 83

Harlingen, TX 78552

800.423.7316

253557

Date 02/06/14

Contact Daniel Flores

Company Hidalgo County Offices

Address 3 sites

City Mission State TX Zip 78572

Phone _____

Email daniel.flores@co.hidalgo.tx.us

We are please to offer the following proposal covering Allied Waste Services highly efficient waste collection and disposal systems:

Front-Load Container System

Qty	Size	Frequency	Cost/Month
1	4	1	\$81.22

Open top container

Qty	Size	Frequency	Cost		
			Haul	Disposal	Monthly Rental

Notes

Plus applicable sales tax, fuel, environmental, admin, service int & late fees

\$85.00 delivery fee (1 x fee) per container

All prices are valid for 30 days

\$5 million Insurance Liability Protection on all Allied Waste Services

Daniel Flores

From: Greg Trower [GregTro@WasteConnections.com]
Sent: Thursday, February 06, 2014 8:29 AM
To: Daniel Flores
Subject: Re: QUOTE FOR WASTE SERVICES

quote

Mr. Flores,

Thank-you for the opportunity to earn your business.

We can get the county the containers requested with a 36 month contract at \$85. Monthly per container plus tax and a 6.49% fuel surcharge.

We do not charge environmental fees and will waive the delivery charge of the containers.

Please let me know if you have any questions.

Hope to hear from you soon,

Greg Trower
Sales Representative
956-648-2024

On Feb 5, 2014, at 6:26 PM, "Daniel Flores" <daniel.flores@co.hidalgo.tx.us> wrote:

Good afternoon,

Hidalgo County needs to obtain quotes for waste services at the following locations:

1. 722 Breyfogle, Mission, TX 78572
2. 730 Breyfogle, Mission, TX 78572
3. 2401 N. Moorefield, Mission, TX 78572

The services required is as follows:

4 YD container per location, weekly pickup, and invoiced monthly.

Thank you,
Daniel Flores

2/6/2014

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Legal Review-Allied Waste Services Agreement

From : Josephine L. Ramirez
<josephine.ramirez@da.co.hidalgo.tx.us>

Mon, Mar 17, 2014 09:54 AM

Subject : RE: Legal Review-Allied Waste Services Agreement

To : 'Martha Salazar'
<martha.salazar@co.hidalgo.tx.us>

Cc : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Reply To : josephine ramirez
<josephine.ramirez@da.co.hidalgo.tx.us>

I have reviewed and approve as to form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity
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MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, March 13, 2014 6:19 PM
To: josephine ramirez
Cc: Evangelina Garcia
Subject: Fwd: Legal Review-Allied Waste Services Agreement

Ms. Josie:
Please review and comment as to form.

Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>, "Jessica N. Ortega" <jessica.ortega@co.hidalgo.tx.us>, "Liza Lopez" <liza.lopez@co.hidalgo.tx.us>
Sent: Thursday, March 13, 2014 3:11:43 PM
Subject: Legal Review-Allied Waste Services Agreement

Marty:

Need legal to review as to form the agreement as submitted by Allied Waste Services for the services of 3 location sites as obtained by quotes by Facilities Management. It is a one page "terms and conditions for services however I need legal's approval as to form in order to proceed ahead with an agenda item.

Thank you
