



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, WIC Program
 Israel "Buddy" Silva, Juvenile Probation
 Eddie Olivarez, Health & Human Services
 Eduardo J. "Eddie" Guerra, Sheriff Office

via email: Mague.gonzalez@wic.co.hidalgo.tx.us
 via email: Elena.gaitan@jpd.co.hidalgo.tx.us
 via email: josie.escalante@hchd.org
 via email: juan.tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: September 8, 2014

RE: Approval of Specifications: 2014-351-00-00-SMA-**HIDALGO COUNTY**-*"Bio-Hazardous Waste Disposal Services for County Depts."*

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 4-1100423-32-330-001-0-421

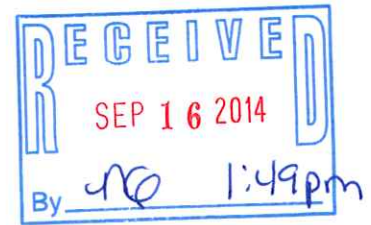
	Israel "Buddy" Silva, Jr	Juvenile Probation	9.9.14
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, September 12, 2014 @ 10:00 A.M.

Enclosures



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM
 (Approval of Specifications)

TO: Norma Longoria, WIC Program
 Israel "Buddy" Silva, Juvenile Probation
 Eddie Olivarez, Health & Human Services
 Eduardo J. "Eddie" Guerra, Sheriff Office

via email: Mague.gonzalez@wic.co.hidalgo.tx.us
 via email: Elena.gaitan@jpd.co.hidalgo.tx.us
 via email: josie.escalante@hchd.org
 via email: juan.tapia@hidalgo.org

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: September 8, 2014

RE: Approval of Specifications: 2014-351-00-00-SMA-**HIDALGO COUNTY**-*"Bio-Hazardous Waste Disposal Services for County Depts."*

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY: X YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 4,1292,441.00.350,001.5.421

new grant effective 10/1/14

	Norma Longoria	WIC Program	9/11/14
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, September 12, 2014 @ 10:00 A.M.

Enclosures

ATTACHMENT "A"
HIDALGO COUNTY
"Bio-Hazardous Waste Disposal Services"
RFB NO.: 2014-351-00-00-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.

HIDALGO COUNTY WIC PROGRAM		
Contact Person: Margarita Gonzalez-956-318-4646		
LOCATIONS/CLINICS	Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1. Edinburg WIC Clinic 3105 E. Schunior Edinburg, Texas	WEEKLY	3 boxes
2. La Joya WIC Clinic 204 W. 2nd La Joya, Tx <i>delete</i>	Every 2 months	3 boxes
3. Mission WIC Clinic 211 S. Schuback Mission, Tx	twice a month	3 boxes
4. Las Milpas WIC Clinic <i>Will close clinic on 10/30/14</i> 7013 S. Cage Pharr, Tx	once a month	3 boxes
5. McAllen WIC Clinic 300 E. Hackberry McAllen, Tx	once a month	3 boxes
6. Progreso WIC Clinic 5 Mile S. Bus 83 FM 1015 Progreso, Tx	Every 2 months	3 boxes
7. Pharr WIC Clinic 1903 W. Fire <i>Knicht</i> Pharr, Tx	Bi weekly	3 boxes
8. Hidalgo WIC Clinic 702 Tejano Street Hidalgo, Tx	once a month	3 boxes
9. Alton WIC Clinic 3509 E. Main. Alton, Tx	once a month	3 boxes
10. Donna WIC Clinic 301 S. 8 th 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 <i>5404 Brand St</i> 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 III 3001 S. 23 rd <i>suite 8</i> McAllen, Tx	once a month	3 boxes
20.	Pharr WIC II 300 W. Hall Acres, Suite A Pharr, Tx	Every 3 mo	3 boxes
21.	San Juan WIC <i>Community Center</i> 509 Earling Rd. San Juan, Tx	twice a month	3 boxes
22.	San Carlos WIC(San Carlos Comm. Center) 230 N. 86 th 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.	Rio Grande City WIC (Temporary) 604 N. Garza Rio Grande City, Tx	once a month	3 boxes
28.	Roma WIC 1505 N. Grant Roma, Tx	once a month	3 boxes
29.	Alamo WIC Clinic <i>Community Center</i> 1429 S. Tower Road Alamo, Tx	once a month	3 boxes



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, WIC Program
 Israel "Buddy" Silva, Juvenile Probation
 Eddie Olivarez, Health & Human Services
 Eduardo J. "Eddie" Guerra, Sheriff Office

via email: Mague.gonzalez@wic.co.hidalgo.tx.us
 via email: Elena.gaitan@jpd.co.hidalgo.tx.us
 via email: josie.escalante@hchd.org
 via email: juan.tapia@hidalgo.org

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: September 8, 2014

RE: Approval of Specifications: 2014-351-00-00-SMA-HIDALGO COUNTY-"Bio-Hazardous Waste Disposal Services for County Depts."

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/> page 7 of 7	

FUNDS AVAILABILITY: YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 4-1100-441-00-340-003-0421

<i>Eduardo Olvera</i>	Eduardo Olvera	Health	9/12/14
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, September 12, 2014 @ 10:00 A.M.

Enclosures

HIDALGO COUNTY HEALTH & HUMAN SERVICES

Scheduled Pick up for Bio Hazards- 2nd and 3rd 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: Laila De Leon, R.N. <i>Reina Cisneros</i>	once a month	4 boxes
2.	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Laura Reyes, R.N. <i>Elva Murphy</i>	once a month	3 boxes
3.	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N. <i>Norma Garza</i>	once a month	3 boxes
4.	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor: Norma Garza, R.N. <i>Victoria Garza</i>	once a month	5 boxes
5.	Mission Clinic 211 N. Schurebach Road Mission, Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N. <i>Cecilia Hinojosa</i>	once a month	5 boxes
6.	Pharr Clinic 300 E. Hall Acres Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N. <i>Laila de Leon</i>	once a month	4 boxes
7.	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N. <i>Laura Tovar</i>	once a month	3 boxes
8.	Pulmonary Clinic (South Entrance) 1304 South 25 th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Julia Alvarez-Obregon, R.N. <i>Jeena Salinas</i>	once a month	4 boxes
9.	<i>Central Office - Immunization</i> 1304 S. 25 th Edinburg, TX 78542 Phone: (956) 383-6221 Supervisor: <i>Nelda Mendez</i>	<i>every 3rd month</i>	<i>3 Boxes</i>



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629



MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, WIC Program
 Israel "Buddy" Silva, Juvenile Probation
 Eddie Olivarez, Health & Human Services
 Eduardo J. "Eddie" Guerra, Sheriff Office

via email: Mague.gonzalez@wic.co.hidalgo.tx.us
 via email: Elena.gaitan@jpd.co.hidalgo.tx.us
 via email: josie.escalante@hchd.org
 via email: juan.tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
 Hidalgo County Purchasing Department

DATE: September 8, 2014

RE: Approval of Specifications: 2014-351-00-00-SMA-HIDALGO COUNTY-"Bio-Hazardous Waste Disposal Services for County Depts."

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE**, **DISAPPROVE** (or) **APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

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

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 4-1100-423-21-280-002-0-421

	Daniel Garcia	Sheriff's office	9-10-2014
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, September 12, 2014 @ 10:00 A.M.

Enclosures

Bid No: 2014-351-10-22-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

“Bio-Hazardous Waste Disposal Services”

OPENING DATE: October 22, 2014 @ 9:30a.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
956 318-2626



Form HCPD-03

1. Sealed bids will be received for [“Hidalgo County-Bio-Hazardous Waste Disposal Services”](#) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. All sealed bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: ["RFB NO. 2014-351-10-22-SMA- Hidalgo County-Bio-Hazardous Waste Disposal Services"](#) and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, [on or before 9:30 a.m. Wednesday, October 22, 2014.](#)

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 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 and Contract No. (if any)
 - d) Notation- Hidalgo County-Bio-Hazardous Waste Disposal Service
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

Bid Opening @ 9:30 A.M.	<u>October 22, 2014</u>
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

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. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***
30. 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.
31. 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 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: _____

RE: : Procurement Process-Bio Hazardous Waste Disposal Services

From : Steve Crain <scrain@atlashall.com> Wed, Sep 24, 2014 11:11 AM
Subject : RE: : Procurement Process-Bio Hazardous Waste Disposal Services
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The revised agreement is fine.

From: Rocio Villarreal [<mailto:rocio.villarreal@co.hidalgo.tx.us>]
Sent: Wednesday, September 24, 2014 9:58 AM
To: Stephen L. Crain
Subject: Re: : Procurement Process-Bio Hazardous Waste Disposal Services

Mr. Crain:

Attached as requested is the corrected draft agreement. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, September 24, 2014 8:47:22 AM
Subject: FW: : Procurement Process-Bio Hazardous Waste Disposal Services

Good Morning Rocio:

See the attached with Mr. Crain's revisions. If you have any questions, please call our office.

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

**BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-14-351-00-00**

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the ___ day of ____, 2014 between the County of Hidalgo, Texas ("County") and VENDOR'S NAME a _____ Company ("Contractor").

W I T N E S S E T H:

Whereas, County has requested that prospective bidders submit request for bids 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 Bids Procurement Packet 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 "RFB"); and

Whereas, Contractor has submitted a request for bids 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 Request for Bids constitutes the lowest and best bid for such services pursuant to the RFB; and

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

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

1. Contractor will provide collection services for all 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 beginning December 14, 2014 and ending December 13, 2015, with the option to extend for two (2) additional one (1) year periods on the same rates, terms, and conditions. 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 Section 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 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 shall have 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 laws and 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 all 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 medical waste. 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.

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 that of Contractor 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 (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as

may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Contractor: VENDOR'S NAME
ADDRESS

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- 7.06 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 7.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 7.08 **Assignment.** This Agreement shall not be assignable.
- 7.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- 7.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- 7.11 **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.
- 7.12 **Termination.** This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

7.13 **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

7.14 **Immunities** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

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

COUNTY OF HIDALGO, TEXAS

VENDOR'S NAME

By: _____

Printed Name: _____

Ramon Garcia, County Judge

ATTEST:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

Arturo Guajardo Jr., County Clerk

By: _____
Stephen L. Crain

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT “B”

BID PAGE

DRAFT

EXHIBIT “C”

CERTIFICATE OF INSURANCE

DRAFT