

**EXHIBIT “A”**  
**Specifications/Requirements**  
**HIDALGO COUNTY**  
**“Bio-Hazardous Waste Disposal Services and/or Medical Waste”**  
**RFB No.: 2017-157-00-00-FAZ**

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**PROJECT OVERVIEW:**

Hidalgo County is soliciting bids for the Pickup and Disposal of “*Bio-Hazardous Waste Disposal Services and/or Medical Waste for Hidalgo County Departments*” on an as needed basis 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 frilled 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 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, excluding County Holidays. Vendor(s) will make arrangements with the requesting department before scheduling and/or non-scheduling service to insure county personal 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, Sheriff’s Office, and 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 two (2) one (1) year at the same rates, terms and conditions **and** may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process..
- 11) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with 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 bid 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 bid 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 is 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 bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with bid 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 all (bids, proposals, statements of qualifications (RFQ) and 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 any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Matilde “Maty” Faz, 2812 South Business Hwy. 281, Edinburg, TX 78539.
- 3) **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
- 4) ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by no later than Monday, MONTH 00, 2017 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Wednesday, MONTH 00, 2017 by 5:00 p.m.

## ATTACHMENT "A"

### HIDALGO COUNTY

#### *"Bio-Hazardous Waste Disposal Services and/or Medical Waste"*

**RFB No.: 2017-157-00-00-FAZ**

### **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 WIC Clinic 3105 E. Schunior Edinburg, TX	weekly	3 boxes
2.	Mission WIC Clinic 211 S. Schuback Mission, TX	twice a month	3 boxes
3.	Progreso WIC Clinic 5 Mile S. Bus 83 FM 1015 Progreso, TX	every 2 months	3 boxes
4.	Pharr WIC Clinic 1903 W. Knight Pharr, TX	Bi weekly	3 boxes
5.	Hidalgo WIC Clinic 702 Tejano Street Hidalgo, TX	once a month	3 boxes
6.	Alton WIC Clinic 3513 E. Main Ste. 104 Alton, TX	once a month	3 boxes
7.	Donna WIC Clinic 301 S. 8 <sup>th</sup> Donna, TX	once a month	3 boxes
8.	Sullivan WIC W. Hwy 83 Sullivan, TX	once a month	3 boxes
9.	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
10.	Rio Grande WIC 5404 Brand St Rio Grande City, TX	once a month	3 boxes
11.	Edinburg WIC Mobile 3105 W. University Edinburg, TX	once a month	3 boxes
12.	Edinburg WIC II 113 Dawson Edinburg, TX	once a month	3 boxes
13.	Mission WIC II 722 N. Breyfogle Mission, TX	every 2 weeks	3 boxes
14.	Mercedes WIC 504 S. Texas Mercedes, TX	once a month	3 boxes

15.	McAllen WIC - II 220 S. Bicentennial McAllen, TX	once a month	3 boxes
16.	McAllen WIC - III 3001 S. 23rd, Suite 8 McAllen, TX	once a month	3 boxes
17.	Pharr WIC - II 300 W. Hall Acres, Suite A Pharr, TX	every 3 mo	3 boxes
18.	San Juan WIC Community Center 509 Earling Rd. San Juan, TX	twice a month	3 boxes
19.	San Carlos WIC (San Carlos Community Center) 230 N. 86 <sup>th</sup> St. East Hwy 107 San Carlos, TX	once a month	3 boxes
20.	Alton WIC - II 3519 S. Main Suite B Mission, TX	once a month	3 boxes
21.	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, TX	twice a month	3 boxes
22.	Weslaco WIC - II 417 S. Oregon Weslaco, TX	once a month	3 boxes
23.	Elsa WIC 708 E. Edinburg Elsa, TX	once a month	3 boxes
24.	Roma WIC 2891 E. Grant Roma, TX	once a month	3 boxes
25.	Alamo WIC Clinic Community Center 1429 S. Tower Road Alamo, TX	once a month	3 boxes

## 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	once a month	4 boxes
2. Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956) 262-1141	once a month	3 boxes
3. Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956) 843-7463	once a month	3 boxes
4. McAllen Clinic 300 E. Hackberry McAllen, Texas 78501 Phone: (956) 682-6155	once a month	5 boxes
5. Mission Clinic 211 N. Schurebach Road Mission, Texas 78572 Phone: (956) 585-2461	once a month	5 boxes
6. Pharr Clinic 300 E. Hall Acres Pharr, Texas 78577 Phone: (956) 787-1531	once a month	4 boxes
7. Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956) 969-8332	once a month	3 boxes
8. Pulmonary Clinic (South Entrance) 1304 South 25 <sup>th</sup> Ave Edinburg, Texas 78542 Phone: (956) 387-0118	once a month	4 boxes
9. Central Office - Immunization 1304 S. 25th Edinburg, Texas 78542 Phone: (956) 383-6221	every 3rd month	3 boxes
10. John Austin Substance Abuse Clinic 3341 E. Richardson Edinburg, Texas 78542 Phone: (956) 318-2915	once a month	3 boxes

**HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT****Contact Person: Cindy Paslak (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, Texas	once a month	2 boxes

**HIDALGO COUNTY SHERIFF'S OFFICE****Contact Person: Monica Guajardo (956) 383-8114**

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