

# 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
		Account No _____	<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:** \_\_\_\_\_

**INVOICE TO**

**Name:** HIDALGO COUNTY BUILDING & GROUND  
**Address:** P O BOX 1356  
**City:** EDINBURG **State:** TX  
**Zip Code:** 78540 **Fax No.:** 956-318-2648  
**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:** 78572  
**Tel. No.:** 956-289-7851  
**Authorized By:** JESSICA ORTEGA  
**Contract:** JESSICA ORTEGA



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

NO	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	CO	GRID	SERV. FREQUENCY	EST LFTS	P.O. REQ	RECPT REQ	L.F. CODE	C/F/V	L.F. 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/W	N	Y	N	AA00				10	Y		\$81.22				
<p>Additional Fees - Tax, Admin, Late, Fuel &amp; Enviro Fees apply</p> <p><b>Delivery(Del)</b> \$85.00  <b>Relocation(REL)</b> \$90.00  <b>Extra Pick up(EXT)</b> \$95.00  <b>Extra Yards(EXY)</b> \$17.00</p>																								

**COMMENTS:** DELIVER 1 - 4 YD

**Additional Fees - Tax, Admin, Late, Fuel & Enviro Fees apply**

**BFI WASTE SERVICES OF TEXAS, LP DPA ALLIED WASTE SERVICES OF RIO GRANDE VALLEY**

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

**FOR OFFICE USE ONLY**

NATIONAL ACCOUNT NUMBER	CUSTOMER CATEGORY	CASH TOLERANCE	SUSPENSE	CREDIT ANALYST
N/A	COMM	N/A	Y	VERDIBE
SITE NUMBER	CONTRACT EFFECTIVE DATE	TERM	RENEW DATE	PURCHASE ORDER NUMBER
3		36		
TERMINAL	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	REASON CODE
39	1086326	1026	01	02
RENEWAL	PI REVIEW DATE	CREDIT APPROVAL	CREDIT LIMIT	ENTRIBD BY

**Ramon Garcia** (AUTHORIZED SIGNATURE)  
**County Judge** TITLE  
**3/11/14** DATE OF AGREEMENT

**CONTACT PERSON:** Daniel Flores 956-289-7855  
**HOURS OF OPERATION:** Mon - Fri 8am-5pm  
**DELIVERY/PLACEMENT INSTRUCTIONS:** See Mr Flores for placement

Approved by Commissioners' Court on 4/2/14 RLO

**INVOICE TO**

**Name:** HIDALGO COUNTY BUILDING & GROUND

**Attention:** P O BOX 1356

**Address:** EDINBURG TX 78540

**City:** EDINBURG STATE TX

**Zip Code:** 78540 FAX NO. 956-318-2648

**Tel. No.:** 956-289-7851 E-mail

**SITE LOCATION**

**Name:** HIDALGO COUNTY PCT 3 JPS & CONSTABLE OFFICES

**Address:** 730 BREV/FOGLE


**City:** MISSION STATE TEXAS

**Zip Code:** 78574

**Tel. No.:** 956-289-7851

**Authorized By:** JESSICA ORTEGA

**Contract:** JESSICA ORTEGA



**ALLIED WASTE SERVICES COMPANY**

**A REPUBLIC SERVICE COMPANY**

**PERMANENT CUSTOMER SERVICE AGREEMENT**

AGREEMENT NUMBER: **MIN031114F**

ACCOUNT NUMBER

CONT NO	TYPE	SIZE	QTY	ACCT TYPE	COI	GRID	SERV. FREQUENCY	EST LIFTS	P.O. REQ	RECPY REQ	L.F. CODE	C/F/V	L/F AMOUNT	OPEN/CLOSE DATE	L.O.B.	PRIE BILL	PER LIFT	MONTHLY	OTHER	FEE	MONTHLY RENTAL FEE	PERIOD RATE	
N 1	FL	4.0	1	P	N		1/W	N	Y	N	AA00				10	Y							
Additional Fees - Tax, Admin, Late, Fuel & Enviro Fees apply																							
BFI WASTE SERVICES OF TEXAS, LP DBA ALLIED WASTE SERVICES OF RIO GRANDE VALLEY																							
Delivery/Dell \$85.00 Relocati \$90.00 Extra \$95.00 Est \$17.00																							

**Comments:**

*Maribel Nieto* (AUTHORIZED SIGNATURE)

*Inside Sales* REPRESENTATIVE TITLE

*3/11/14* DATE

**DELIVER 1 - 4 YD**

**FOR OFFICE USE ONLY**

NATIONAL ACCOUNT NUMBER: N/A CUSTOMER CATEGORY: COMM CASH TOLERANCE: N/A SUSPEND: Y CREDIT ANALYST: VERDIBE

SITE NUMBER: 2 CONTRACT EFFECTIVE DATE: 36 TERM: 36 RENEW DATE: Y C.F.I. CONTRACT STATUS: 01 PURCHASE ORDER NUMBER: A012 S.I.C.:

TERMINY: 39 SALES REPRESENTATIVE: 1086326 TAX CODE: 1026 TAX EXEMPTION NUMBER: 01 TRANS CODE: 02 REASON CODE: WMI

RENEWAL: P REVIEW DATE: CREDIT APPROVAL: CREDIT LIMIT: CONTRACT APPROVAL: ENTERED BY: DATE:

**BY:** *Ramon Garcia* (AUTHORIZED SIGNATURE)

**TITLE:** County Judge

**CUSTOMER'S NAME (PLEASE PRINT):** Ramon Garcia

**DATE OF AGREEMENT:**

**APPROVED BY:** *Daniel Flores* (AUTHORIZED SIGNATURE)

**TITLE:** Commissioner's Court

**DATE OF AGREEMENT:** 4-2-14

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

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

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

**INVOICE TO**

**NAME:** HIDALGO COUNTY BUILDING & GROUND

**Attention:** P O BOX 1356

**CITY:** EDINBURG **STATE:** TX

**ZIP CODE:** 78540 **FAX NO.:** 956-318-2648

**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

**CONTRACT:** JESSICA ORTEGA



**ALLIED WASTE SERVICES**

**A REPUBLIC SERVICES COMPANY**

**PERMANENT CUSTOMER SERVICE AGREEMENT**

**AGREEMENT NUMBER:** MN031114E

**ACCOUNT NUMBER:**

NO	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	CO	GRID	SERV. FREQUENCY	EST LIFTS	P.O. REQ	RECPT REQ	L.F. CODE	C/F/V	L.F. AMOUNT	OPEN/CLOSE DATE	L.O.B.	PRE BILL	PER LIFT	MONTHLY	OTHER	FEE	MONTHLY RENTAL FEE	PERIOD 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

**BY:** *Maribel Nieto* **DATE:** 3/11/14

**TITLE:** County Judge

**(AUTHORIZED SIGNATURE)**

**BY:** *Ramon Garcia* **DATE:** 3/11/14

**TITLE:** County Judge

**(AUTHORIZED SIGNATURE)**

**COMMENTS:** DELIVER 1 - 4 YD

**FOR OFFICE USE ONLY:**

NATIONAL ACCOUNT NUMBER	CUSTOMER CATEGORY	CASH TOLERANCE	SUBSIDY	CREDIT ANALYST
N/A	COMM	N/A	Y	VERDIBE
SITE NUMBER	CONTRACT EFFECTIVE DATE	TERM	RENEW DATE	C.P.L.
1	36	36	Y	01
TERMINAL	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRAIL CODE
39	1086326	1026	01	02
RENEWAL	P REVIEW DATE	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL

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

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

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

**APPROVED BY:** *4-2-14 RD*

**DATE OF AGREEMENT:**

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 90 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, 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 provided 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 estimates 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.

**EXCUSSED 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 exists between the parties regarding the subject matter of this Agreement. Company shall have no confidentially 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

*197-2 Rowan Garcia*

Date

Approved by Commissioners' Court

4-2-14-00

OR



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

Initials

YRL

Date

X

7132012

Approved by Commissioners' Court  
on 4/2/14 RO

## CONTRACTOR'S PROPOSAL FOR SOLID WASTE COLLECTION AND DISPOSAL

To: Daniel Flores, Hidalgo County

Proposal of RGV Metro Waste LLC (An individual), (a partnership), (a corporation duly organized under the laws of State of Texas)

Dear Mr. Daniel Flores,

RGV Metro Waste appreciates the opportunity to respond to Hidalgo County's request for a proposal of Solid Waste Collection and Disposal.

Thank you for your consideration and please feel free to call with any questions or concerns to (956) 585-5400

### Year One

#### COMMERCIAL ACCOUNT CONTAINERIZED COLLECTION Price per month

	Once a week Pick-Up	Twice a week Pick-Up
4 cubic yd. bin	\$75.00	\$137.25

Charge for extra bin pick-up on demand \$60.00

PROPOSER BY: RGV Metro Waste

Telephone: (956) 585-5400

Principal Office Address: 4200 W Mile 3 RD      Mission      TX      78574      Hidalgo  
Address      City      State      Zip Code      County

### Year Two

#### COMMERCIAL ACCOUNT CONTAINERIZED COLLECTION Price per month

	Once a week Pick-Up	Twice a week Pick-Up
4 cubic yd. bin	\$78.00	\$142.74

Charge for extra bin pick-up on demand \$60.00

PROPOSER BY: RGV Metro Waste

Telephone: (956) 585-5400

Principal Office Address: 4200 W Mile 3 RD      Mission      TX      78574      Hidalgo  
Address      City      State      Zip Code      County



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](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*  
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE;  
2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity  
designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-  
mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly  
prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-  
MAIL TO [josephine.ramirez@da.co.hidalgo.tx.us](mailto: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.

Hidalgo County Purchasing Department

AI#43635-Consent Agenda

Commissioners Court date: 04/02/14

36- Month Waste Services

Allied Waste Services for:

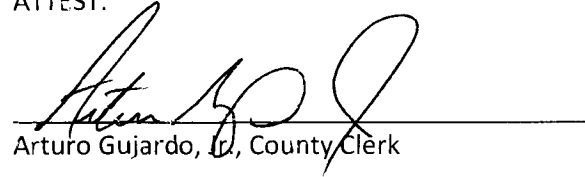
La Mansion-2401 N. Moorefield Rd

Pct. 3 JPS & Constable's Office-730 Breyfogle

Pct. 3 Multiplex-722 Breyfogle

All located within Precinct 3, Mission, Texas

ATTEST:



Arturo Gujardo, County Clerk

Approved by Commissioners Court: 04/02/14

**APPROVED**

AI-43635

Purchasing Department 10. E.

CC CONSENT

Meeting Date: 04/02/2014

Submitted For: Comm. Joe Flores, Pct. #3

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to enter into a 36-months waste services (non-hazardous) agreements Allied Waste Services through assigned requisition #253557 for the following locations/sites:

1. La Mansion-2401 N. Moorefield Rd.;
2. Pct. 3 JPS & Constable's Office-730 Breyfogle;
3. Precinct 3 Multiplex-722 Breyfogle;

all located within the Pct. #3-Mission area including the executing of any applicable documents by County Judge or CC member.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 1100-419-40-220-001-0-421

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 3/28/14.

FISCAL YEAR: 2014

ACCT. #: 1100-419-40-220-001-0-855

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through Req#253557.

Attachments

Requisition with backup

Form Review

**Inbox**  
 Purchasing Department  
 Budget & Management  
 Auditor's Office  
 Glinda Pacheco

**Reviewed By**  
 Marty Salazar  
 Debbie Tamez  
 Debbie Tamez  
 Glinda Pacheco

**Date**  
 03/26/2014 01:34 PM  
 03/27/2014 08:47 AM  
 03/27/2014 03:58 PM  
 03/28/2014 02:39 PM

Form Started By: Vangie Garcia

Started On: 03/17/2014 01:38 PM

Final Approval Date: 03/28/2014

**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](mailto: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



**AGENDA  
CC REGULAR CONSENT  
COMMISSIONERS' COURT  
September 11, 2012  
9:00 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC  
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of Item 10.G to be pulled for discussion.

Vote: 5 - 0 - Unanimously

1.           **AI-43882    Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
  
2.           **2014 Intradepartmental transfers:**
  - A.       **AI-43863    2014 - Tax Office (1100)**
  - B.       **AI-43853    2014 - Facilities Management (1100)**
  - C.       **AI-43826    2014 - HIDTA (1252)**
  - D.       **AI-43803    2014 - 1115 Waiver DSRIP (1100)**
  - E.       **AI-43668    2014 - I. T. / Info Tech Dept. (1100)**
  - F.       **AI-43673    2014 - 275th District Court (1100)**
  - G.       **AI-43672    2014 - WIC (1292)**
  - H.       **AI-43727    2014 - Dept of Budget & Management (1100)**

April 2, 2014

**E. AI-43635** Acceptance and approval to enter into a 36-months waste services (non-hazardous) agreements Allied Waste Services through assigned requisition #253557 for the following locations/sites:

1. La Mansion-2401 N. Moorefield Rd.;
2. Pct. 3 JPS & Constable's Office-730 Breyfogle;
3. Precinct 3 Multiplex-722 Breyfogle;

all located within the Pct. #3-Mission area including the executing of any applicable documents by County Judge or CC member.

**F. AI-43565** Requesting approval to exercise the sixty (60) day extension option as provided under the current contract between Hidalgo County and Pavement Markings, Inc. for "Striping/Marking of County Parking Lots, Etc. for Hidalgo County, under the same rates, terms and conditions, so as to have no lapse in services while the procurement process is completed.

**G. AI-43660** Roy Cazares, HR Coordinator for the District Attorney's Office, is formally requesting the removal of Fixed Assets listed in Exhibit A. All pertinent and back up information is attached.

Mr. Eufrazio, County Auditor, explained that this item was to have police reports attached as requested by his office at a previous meeting. There were no police reports attached; therefore, he recommended no action. NO ACTION was taken at that time.

This item was brought back during regular session. Commissioner Hector "Tito" Palacios was not present.

Mrs. Marty Salazar commented that there was no reason for a police report to be attached because there are no allegations of theft. The whereabouts are unknown of the particular item. She recommended approval.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously