



PROPOSAL

Esther Perez
 Hidalgo County Precinct #2
 1429 S TOWER RD
 ALAMO, TX 78516
 Quote: A172276204

Hidalgo County Precinct #2:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 956-432-7316. It's that easy.

Service Details			
SMALL CONTAINERS			
Equipment Qty/Type/Size:	1 - 4 yard Container	Base Rate:	\$73.25 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *	
Small Container Base Rates	\$73.25
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
1 - Container Refresh Promotional Discount	-\$9.00
Total Fuel/ Environmental Recovery Fees**	\$21.53
Administrative Fee**	\$5.25
Total Estimated Amount	\$100.03

One Time Charges	
Delivery Charge Subtotal	\$137.00
Valued Customer Discount - Delivery	-\$12.00
Total Fuel/ Environmental Recovery Fees**	\$34.29
Total One-Time Amount	\$159.29

Maribel Nieto
 Republic Services
 956-392-7013
 mnieto@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the



PROPOSAL

proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



Customer Service Agreement

AGREEMENT NUMBER A172276204
 ACCOUNT NUMBER 863 -
 EMAIL esther.perez@co.hidalgo.tx.us

INVOICE TO		SITE LOCATION	
CUSTOMER NAME	Hidalgo County Precinct #2	SITE NAME	Hidalgo County Precinct #2
ATTN:	Esther Perez	ADDRESS	1429 S TOWER RD
ADDRESS	300 West Hall Acres, Suite G	CITY	ALAMO, TX
CITY	Pharr, TX	STATE	TX
STATE	TX	ZIP CODE	78516
ZIP CODE	78577	TEL. NO.	(956) 787-1891
TEL. NO.	(956) 787-1891	FAX NO.	
		AUTHORIZED BY:	Esther Perez
		TITLE	Accounts Payable Clerk

NO	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	ONE TIME CHARGES	TCRC CMP
N		FL	4.00yd(s)	N	1	P	N	1/1W				N	AA81	9/18/2017		\$73.25	\$137.00		Container Refresh \$9.00	Delivery \$137.00 Exchange \$200.00 Extra Yds \$41.00 Relocate \$137.00 Removal \$137.00	

BFI Waste Services of Texas, LP DBA Allied Waste Services of Rio Grande Valley, Brownsville Satellite Republic Services of Rio Grande Valley, Mission Satellite Republic Services of Rio Grande Valley, Republic Services of Rio Grande Valley
 HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: Raymon Garcia
 (AUTHORIZED SIGNATURE)
 TITLE: County Judge
 DATE OF AGREEMENT: 9/26/17

BY: Raymon Garcia
 (AUTHORIZED SIGNATURE)
 TITLE: Hidalgo County
 CUSTOMER NAME (PLEASE PRINT): Hidalgo County

TERMS AND CONDITIONS

SERVICES. Customer grants to Company the exclusive right to collect, transport, and dispose of or recycle all of Customer's non-hazardous solid waste materials (including Recyclable Materials) (collectively, "Waste Materials"), and Company agrees to furnish such services as permitted by Applicable Laws.

TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND SHALL CONTINUE FOR 36 MONTHS. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 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. To the extent permitted under the Constitution and laws of the State of Texas,

MN
 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.
 To the extent permitted under the Constitution and laws of the State of Texas, MN

CONTINUED ON NEXT PAGE

BY: _____ TITLE: _____

COMMENTS
 Container Refresh Promotional Period: 6 months free.
 Valued Customer Discount - Delivery for 1 container FL 4.00 yard - \$12.00
 Delivery Notes:
 WASTE CONTAINER 4 CU YD - Deliver 1 - 4 yd

FILED
 AT 10:00 O'CLOCK AM
 OCT 02 2017
 ARTURO GUJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY: Arturo DEPUTY

APPROVED BY
 COMMISSIONERS' COURT
 ON: 9/26/17

TERMS AND CONDITIONS (Continued from previous page)

PAYMENT. 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; and (b) fuel/environmental recovery fees 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. 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 or recycling facility used by Company; (c) the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services), U.S. City Average; (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; (e) recycling sorting, processing and related costs; (f) costs related to Customer's failure to separate Recyclable Materials from other Waste Materials, the contamination of the Recyclable Materials, or other decreases in the value of the Recyclable Materials; or (g) 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.

RECYCLABLE MATERIALS. This section applies in the event Company has expressly agreed to remove and transport Recyclable Materials (material that Company determines can be recycled typically including, without limitation, aluminum cans (UBC - Used Beverage Containers), cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper and plastics containers) to a material recovery facility, recycling center or similar facility. Customer agrees that Company in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge Customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use of its best efforts to not place items in the container that may result in the decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

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 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 or (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 a 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 amount 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. **To the extent permitted under the Constitution and laws of the State of Texas, MN**

MISCELLANEOUS. If service to Customer includes Container Refresh, Customer is limited to requesting one exchange of each participating container every twelve months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any service change request by Customer to cancel Container Refresh will not be effective until Customer completes payment for twelve (12) consecutive months of enrollment in the program. Company reserves the right, in its sole discretion, to suspend or cancel the Container Refresh program. 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 electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

CUSTOMER'S INITIAL:



DATE:

9/26/17

APPROVED BY

COMMISSIONERS' COURT

ON: 9/26/17 

Company's Name: Republic Services

Department: Precinct 2

Type of AGREEMENT: Disposal Service Agreement

AI- 61721 Approved on C.C. on 09/26/2017

ATTEST:

Hidalgo County Clerk

100 North Closner

Edinburg, Texas 78539

Arturo Guajardo Jr. Jd.

Arturo Guajardo Jr., County Clerk



Requesting authority to advertise and approval of procurement packets (i.e., specifications, legal notice etc.) as attached hereto for the provisions of: [Construction of Memorial Park Ph. I] in Precinct 4 with authority to re-advertise when and if applicable. *sub to legal*

B. AI-61804 PCT. 4

Acceptance and approval of payment for pay application #1 in the amount of \$65,531.95 as submitted by RGV Asphalt, LLC for Street Improvements to Sunflower Road Project- Mile 17 Road to SH 107 Road (PO # 766578).

C. AI-61721 Pct 2. CRC - Alamo:

APPROVED

Requesting approval to enter into an 36 month agreement for disposal of non-hazardous solid waste materials with Republic Services, Inc. through Requisition #358275.

D. AI-61773 Approval to exercise the County's option to extend for a one (1) year term under contract #C-17-048-04-18 with BIC Development Corporation for Lease of Space for Off Premises Storage for WIC Program, under the same rates, terms & conditions.

E. AI-61698 Authority to advertise and approval of procurement packet [i.e. specifications/requirements, legal notice, draft requirement agreement, etc.] as attached hereto for: "Lime Road Material and Delivery Services for Precinct No. 2"-RFB No.:2017-209-RFV including the re-advertising of project in the event no bids received and/or are rejected and project is still required.

F. AI-61714 Requesting approval to execute two (2) Statements of Work [as required by vendor] describing the services related to PO #s 767079 & 767080 which were authorized/approved under Regular AI#-61148 [CC 08-22-17] with Netsync Network Solutions, Inc. to plan, design and configure network components as well as provide an upgrade to the Uninterruptible Power Supply equipment .

G. AI-61720 Request authorization to remove the following asset from HUMAN SERVICES DIVISION (240) inventory, item cannot be located:
ASSET TAG #43154 Dell POWEREDGE 1600SC, SERVER XEON

H. AI-61650 Request to remove fixed assets from the Office of Emergency Management inventory list with detailed description of the assets attached as "Exhibit 1A and 2B".

I. AI-61436 As required by vendor, approval to execute the attached State of Work Document [as reviewed and approved as to form by legal counsel] with Insight Public Sector, Inc. to stage, configure and install network components at the Courthouse through PO#746810.

AI-61721
CC CONSENT

Purchasing Department 11. C.
Prct. 2

Meeting Date: 09/26/2017
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Hector Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Pct 2. CRC - Alamo:
Requesting approval to enter into an 36 month agreement for disposal of non-hazardous solid waste materials with Republic Services, Inc. through Requisition #358275.

BACKGROUND

For tracking purposes:
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.
The agreement shall automatically renew for successive 36 month terms unless either party gives written notice of termination to the other at least 60 days before the end of the current term.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-466-00-122-082-0-421
FUNDS AVAILABLE Y/N?: N **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding pending, Line item transfer set for approval through AI-61763 for 9/26/17.

Attachments

AI-61763 Interdepartmental Transfer
Req#358275 Republic Services, Inc. Agreement
Req#358275 Legal Approval
Req#358275 1295 & Acknowledged 1295
Req#358275 Sam.Gov

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	09/22/2017 10:42 AM
Budget & Management	Veronica Ortiz	09/22/2017 10:54 AM
Final Approval	Monica Salinas	09/22/2017 05:14 PM
Form Started By: Hector Garcia		Started On: 09/18/2017 04:43 PM