

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY BUILDING AND GROUNDS

BID OPENING DATE: OCTOBER 24, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "SOLAR POWERED LIGHTS "

BID NO: 2007-345-10-24-SMA

BUYER: SANDRA MONTALVO

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	SOL TECHNOLOGIES		\$94,108.00	YES
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-00-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company").

WHEREAS, Company responded to notices for bids for " _____ " (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and respectively, and incorporated herein for all purposes (the "Service"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County, on a needed basis, for a _____ year term with the County's option to extend an additional _____ year term. This contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide during the term of this Contract, and shall be obligated to render and provide the Services within Hidalgo County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safety and efficiently provide the Services.
3. This Contract shall be for a period beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.
4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required or which may be required by any authority during the term hereof to provide the Services.
5. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

7. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

8. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company and that Company is an independent contractor under this Contract.

9. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set for below:

If to County:

The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:

10. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

12. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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).

DRIP

WITNESS, our hands in duplicate originals this _____ day of _____, 2007.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, County Clerk

COMPANY: _____
By: _____
Printed Name: _____
Title: _____

Approved on Commissioners' Court _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____