

**HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: NOVEMBER 28, 2007

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID:

“MAILING SERVICES”

BID NO. 2007-115-11-28-SMA

BUYER: SANDRA MONTALVO

DESCRIPTION	COMPANY NAME:	
	UPPER VALLEY MAIL SERVICES 1418 Beech #109 McAllen Texas 78501	
	PICK UP AND DELIVERY	BAR CODING FOR 2008
Price per Letter Picked Up:	-0-	\$0.055
Price per Package Picked Up:	-0-	-0-
Price per Bulk Picked Up:	-0-	\$.055
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:	-0-	\$0.03
Price per Federal Express Picked Up:	-0-	-0-
Price per Lone Star Overnight Picked Up:	-0-	-0-
Price per UPS Package Picked Up:	-0-	-0-

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-07-115-00-00**

THIS CONTRACT is made and entered into this ___day of December, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas Limited Liability Partnership . ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Mailing Services”** (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 "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, 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 locations at **Hidalgo County**. This Contract does not extend to any

his designated agent. 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 safely 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 one (1) year term under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. 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.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. 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.

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

11. 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.

12. 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 forth below:

If to County:

**The County of Hidalgo
Attn: County Judge**

13. 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.

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

15. 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.

16. 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.

ATTEST:

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

Arturo Guajardo Jr., County Clerk

COMPANY:

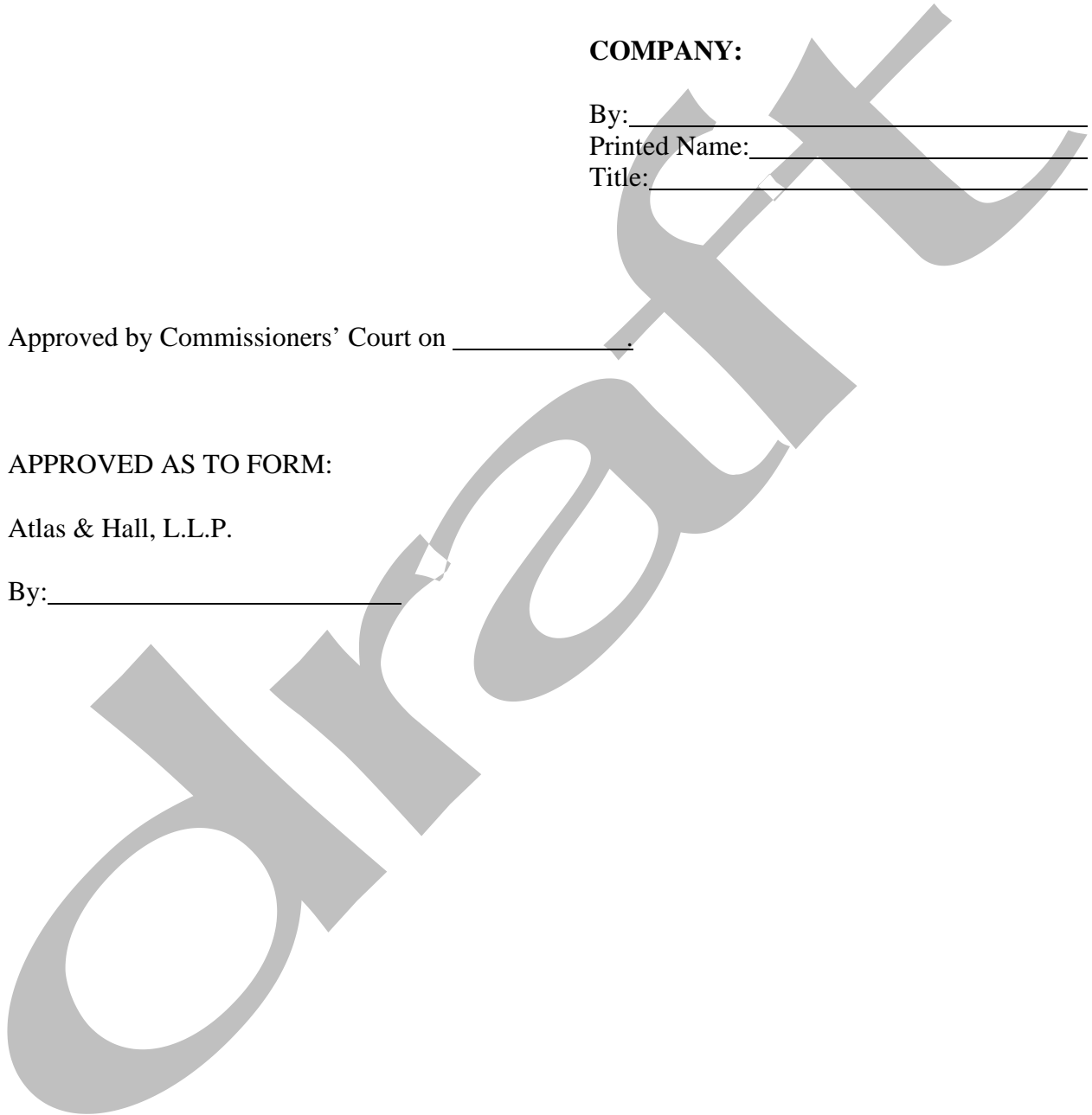
By: _____
Printed Name: _____
Title: _____

Approved by Commissioners' Court on _____.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____





PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds

FROM: Sandra Montalvo, Buyer *SM*
Hidalgo County Purchasing Department

DATE: November 28, 2007

RE: Request Recommendation for RFB 2007-115-11-28-SMA
HIDALGO COUNTY-"MAILING SERVICES"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the bid tabulation page, bid sign in sheet and a bid packet for your review and recommendation.

Please indicate below if you **DO** or **DO NOT** recommend accepting the sole response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to (956) 292-7612 by **Friday, November 30, 2007 5:00 pm**. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

DO recommend accepting of response

DO NOT recommend accepting of response

BUDGET #: 8-1100-419-60-115-026-0-350

Recommendations/Concerns: _____

[Handwritten Signature]
Authorized Signature

Daniel Flores
Printed Name

11/29/07
Date