

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 **January 01, 2008**, and ending on **December 31, 2008**, 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.

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.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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
100 E. Cano
Edinburg, Texas 78539**

If to Company: **Treviños Digital Photography
1101 North Cage Ste C-5
Pharr, Texas 78577**

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.

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

COUNTY OF HIDALGO

By: _____
Juan De Dios Salinas, III, County Judge

ATTEST: _____
Arturo Guajardo, County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved by:

County Attorney

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"PHOTO PROCESSING"
RFSQ NO: 07-123-11-05-otm

S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The County of Hidalgo is Requesting Sealed Quotes (RFSQ) to contract with a qualified vendor to conduct "Photo Processing" on an as needed basis, including, but not limited to, the following:

Scope of Services

1. Developing Negatives only without index card
2. Developing Negatives only with index card
3. Printing 4x6 without index cards
4. Printing 4x6 with index cards
5. Re-prints without index cards
6. Re-prints with index cards
7. Rush prints 1-2 hrs without index cards
8. Rush prints 1-2 with index cards
9. 8x10 enlargements
10. 11x14 enlargements
11. Custom/Prints to scale enlargements
12. Roll of film (photograph) copied to Photo CD
13. Developing CD to printing
14. Reprints with CD to printing

Requirement, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.
2. HIDALGO COUNTY RESERVES THE RIGHT TO SEEK SERVICES/PURCHASES FOR "PHOTO PROCESSING" FROM STATE AWARDED CONTRACTS WHENEVER IT IS IN THE BEST INTEREST FOR THE COUNTY TO DO SO.
3. THE TERM OF THE CONTRACT WILL BE FOR A PERIOD OF ONE (1) YEAR COMMENCING JANUARY 1, 2008 TO DECEMBER 31, 2008, BUT NOT TO EXCEED THE \$25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION

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TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL YEAR UNDER THE SAME RATES, TERMS AND CONDITIONS.

4. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS QUOTE FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW QUOTE FOR NEXT CONTRACT TERM.
5. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF FIVE (5) YEARS.
6. A LIST OF A MINIMUM OF FIVE (5) CURRENT REFERENCES MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:
 - a). CONTACT PERSON
 - b). PHONE NUMBER
7. ANY CONTRACT AWARDED TO A SUCCESSFUL VENDOR WILL BE IN EFFECT UNTIL: A). THE CONTRACT EXPIRES. B). DELIVERY AND ACCEPTANCE OF PRODUCTS AND/OR PERFORMANCE OF SERVICES ORDERED; C). TERMINATION BY COUNTY WITH THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO CANCELLATION.
8. HIDALGO COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTES SUBMITTED, IF IT IS IN THE BEST INTEREST TO DO SO.
9. THE SUCCESSFUL VENDOR WILL MAINTAIN GENERAL LIABILITY AND ITS LIMITS THROUGH OUT THE CONTRACT TERM, AS DESCRIBED AND LISTED IN :EXHIBIT "C" INSURANCE REQUIREMENTS.
10. ALL PHOTO PROCESSING WILL BE DROPPED OFF AND PICKED UP BY COUNTY.
11. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.
12. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
13. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
14. DUE TO THE NATURE OF THE SERVICES SOUGHT , THOSE PERSONS WITH YOUR COMPANY THAT WOULD ACTUALLY BE CONDUCTING THE WORK WOULD BE REQUIRED NOT TO DUPLICATE OR PASS OUT FOR VIEWING ANY PHOTOGRAPHS OR NEGATIVES.

15. THOSE PERSONS PROVIDING THIS SERVICE MAY BE REQUIRED TO TESTIFY AS TO THE WORK THAT WAS COMPLETED AND PROVIDE TECHNICAL TESTIMONY IN JUDICIAL PROCEEDINGS STEMMING FROM CRIMINAL OR CIVIL INVESTIGATIONS.

16. IF AT ANY TIME IT APPEARS THAT HIDALGO COUNTY WILL EXCEED \$25,000.00 WITHIN THE FISCAL YEAR, ALL SERVICES WILL BE SUSPENDED UNTIL A CONTRACT IS OBTAINED THROUGH THE HIDALGO COUNTY BIDDING PROCESS.

17. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND FAX BACK (NO QUOTE).

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES BE ADDRESSED TO, MARTHA L. SALAZAR, PURCHASING AGENT, 2812 So. Business 281 (New Administration Bldg.), EDINBURG, TEXAS 78539. TELEPHONE CALLS WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, NOVEMBER 28, 2007, 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00P.M., FRIDAY, NOVEMBER 30, 2007.

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EXHIBIT “B”
PAYMENT SCHEDULE

HIDALGO COUNTY
"PHOTO PROCESSING"
RFSQ NO. 2007-123-11-05-otm

BID PAGE

SCOPE OF SERVICES

Developing Negatives only without index cards	\$ 1.60
Developing Negatives only with index cards	\$ 2.35
Printing 4x6 without index cards	\$.21
Printing 4x6 with index cards	\$.21
Re-prints without index cards	\$.31
Re-prints with index cards	\$.31
Rush prints 1-2 hours without index cards	\$.26
Rush prints 1-2 hours with index cards	\$.26
8x10 enlargements	\$ 2.00
11x14 enlargements	\$ 8.10
Custom Prints to scale enlargements	\$ 10.10
Roll of film (photograph) copied to Photo CD	\$ 8.50
Developing CD to printing	\$.21
Reprints with CD to printing	\$.31
TOTAL QUOTE AMOUNT	\$ <u>SEE ATTACHMENT</u>

Note 8.50 For First Roll
5.00 For there after (c)

BIDDER COMPANY NAME: Treviño's Digital Photography
 ADDRESS: 1101 North edge ste C-5
 CITY STATE ZIP CODE: Pharr, TX 78577
 PHONE - FAX NUMBERS: 956-783-5274 ; 956-783-8044
 CELLULAR & PAGER NUMBERS: 956-607-8911
 AUTHORIZED SIGNATURE: Joe G. Trevino
 PRINTED NAME: Joe G. Trevino
 TITLE: Owner

167.



DECEMBER 04, 2007

ATTN: MARTHA SALAZAR
PURCHASING

MS. SALAZAR,

THESE ARE OTHER SERVICES AVAILABLE TO HIDALGO COUNTY.

MEMORY CARD TO CD (UP TO 250 PICTURES PER CD) \$ 9.50

INDEX PRINT FROM CD (UP TO 36 PICTURES PER INDEX) \$.75

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO
CONTACT ME AT (956) 607-8911 (CELL) OR (956) 783-5274 (OFFICE)

RESPECTFULLY


JOE TREVINO

JGT

**EXHIBIT “C”
INSURANCE
REQUIREMENTS**



COMMERCIAL GENERAL LIABILITY COVERAGE POLICY DECLARATIONS

Insurers Indemnity Lloyds

Insurers Indemnity Company

Renewal of # MPP-06-0100824-01

POLICY NUMBER: MPP-07-0100824-02

1. NAMED INSURED AND MAILING ADDRESS: TREVINO STUDIO & PHOTO CENTER, INC. 1101 N. CAGE SU C 5 PHARR, TX 78577	2. AGENT INFORMATION: Valley Insurance Providers PO Box 3783 620 W. Ferguson McAllen, TX 78502
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3. POLICY PERIOD: FROM: 03-29-2007 TO: 03-29-2008
12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, SUBJECT TO THE INFORMATION PROVIDED ON THE APPLICATION FOR INSURANCE AND ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

4. POLICY FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:
Refer to Form IIC 200 Attached for forms and endorsements applying to this Policy and made part of this policy at time of issue.

5. LIMITS OF INSURANCE:

General Aggregate Limit (Other Than Products - Completed Operations)	\$1,000,000
Products - Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit (Any One Person)	\$5,000

6. CLASSIFICATION AND PREMIUM:

Prem No.	Class. No.	Classification
1	1	Photographers
1	2	Buildings or Premises - bank or office - mercantile or manufacturing (lessor's risk only) - Other than Not-For-Profit

Prem No.	Class. No.	Code No. / Form No.	Premium Basis	Rate All Other	Rate Products/Comp. Opts.	Advance Premium All Other	Advance Premium Products/Comp. Opts
1	1	16471	595,000	0.66	0.00	\$392	INCLUDED
1	2	61212	10,500	56.35	0.00	\$592	INCLUDED

TOTAL ADVANCE PREMIUM: **\$1,135.00**

7. DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES:

Form of Business:

<input type="checkbox"/> Individual	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Organization (Other)
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Business Description: PHOTO STUDIO & LESSOR'S RISK

Location of All Premises You Own, Rent or Occupy:

Prem No.	Physical Address	City	State	Zip Code	County
1	1101 N CAGE SU C5	PHARR	TX	78577	HIDALGO

COUNTERSIGNATURE: _____

DATE: 02-19-2007

INSURED COPY

JG.T

Insurance Requirement Acknowledgment

I, Joe G. Treviño, authorized representative for Treviño's Digital Photography Company Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

have already been met, see attached copy of insurance certificate.

[Signature]
Authorized Representative

12-4-07
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

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PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Joe G. Treviño, possess all of the APPLICABLE:

1. Licenses: N/A
2. Bonds: N/A
3. Certificates: N/A
4. Permits: N/A
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Joe G. Treviño
Authorized Signature

12-4-07
Date

Treviño's Digital Photography
Company

1101 North Cage St C-5
Address

Phana, TX 78577
City, State, Zip

JGT.