

FROM:

Rocio

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-162-12-09

THIS CONTRACT is made and entered into this 9th day of December, 2008 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and **CTC Distributing, Ltd.** a Texas Limited Company ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services"** on an **"As Needed Basis"** for WIC Program and All Other County Departments;

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

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

NOW, THEREFORE, in mutual consideration of the foregoing and 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 described in the Specifications for (WIC Program and All Other County Departments) (the "Department"). This Contract does not extend to any third

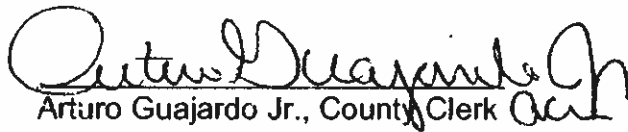
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otherwise.


WITNESS our hands in duplicate originals this _____ day of _____, 200__.


Approved by Commissioners' Court on, December 9, 2008.

ATTEST:

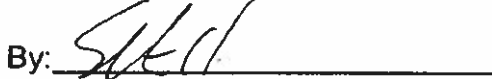

Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

COMPANY
CTA DISTRIBUTING
By: 
Printed Name: Bruce Goldman
Title: PRESIDENT

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: 

Con't Specifications

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on Wednesday, September 17, 2008.

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.