

DRAFT

THE STATE OF TEXAS :
:
COUNTY OF HIDALGO :

SERVICE CONTRACT
C-10-089-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2010 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for proposals for "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books" (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with Exhibit "A" Request for Proposals (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFP"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications/Requirements within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of County awarded the proposal 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 the Hidalgo County Clerk's Office. 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 in accordance with the Specifications/Requirements contained in Exhibit "A" Request for Proposals (RFP) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Clerk** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) year**, commencing on _____, **2010** and expiring on _____, **2012** and may be extended at the sole discretion of the County for an additional one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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.

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 County 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 _____, 2010.

APPROVED AS TO FORM

By: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
PrintedName: _____
Title: _____

EXHIBIT "A"
REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET

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EXHIBIT "B"
VENDOR'S PROPOSAL

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EXHIBIT "C"
INSURANCE REQUIREMENTS