



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

January 07, 2011

E.A. Stone, Inc  
dba/Gulf Data Products  
*Attn: Kevin Kanipe, President*  
810 E. Harrison  
Harlingen Texas 78550

Via: Certified Mail #7099-3220-002-9745-7132  
Email: [gulfdata2@sbcglobal.net](mailto:gulfdata2@sbcglobal.net)

Re: Extension of Original Service Contract No: C-10-025A-02-16  
"Printing Services and Related Supplies"

Dear Mr. Kanipe

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to renewal the one (1) year term as provided under the Contract for Hidalgo County. Extension will be at the same rate terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledgement receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, January 18, 2011 for discussion consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Thursday, January 13, 2011 or sooner, via facsimile to (956) 956-318-2629 or email to: [yolanda.vasquez@co.hidalgo.tx.us](mailto:yolanda.vasquez@co.hidalgo.tx.us) so as to meet the agenda request form deadlines

By: \_\_\_\_\_

Date: \_\_\_\_\_

1-7-11



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
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January 06, 2011

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*Attn: Kevin Kanipe, President*  
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Harlingen, Texas 78550

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By: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

4/30/2010

PRODUCER

RICK VILLARREAL INS AGENCY  
2116 W University Dr  
Edinburg, TX 78539  
(956) 383-7001

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

E.A. Stone Inc.  
DBA Gulf Data Products  
810 E Harrison  
Harlingen, TX 78550  
(956) 421-5711

INSURER A: Farmers Insurance Exchange

INSURER B: Farmers Truck Insurance Exchange

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	60191-95-32	05-18-10	05-18-11	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/DP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANYAUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANYAUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A07076872	04-18-10	04-18-11	WC STATUTORY LIMITS	<input checked="" type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER					
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Hidalgo County  
2802 S Business Hwy 281  
Edinburg, Texas 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD25(2009/01)

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THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-10-025A-02-16**

THIS CONTRACT is made and entered into this 16<sup>th</sup> day of **February, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **E. A. Stone Inc. dba/Gulf Data Products a Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**PRINTED ITEMS AND RELATED SUPPLIES**" 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" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); 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 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 within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their 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 of one year beginning **February 16, 2010** and ending on **February 15, 2011**. Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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 products/orders will be shipped FOB Hidalgo County Offices.

6. 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.

7. 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 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.

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

10. 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.

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

12. 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.

13. 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                   **E. A. Stone, Inc.**  
  **DBA/Gulf Data Products**  
  **810 E. Harrison**  
  **Harlingen, Texas 78550**

14. 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.

15. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County without cause with thirty day's written notice.

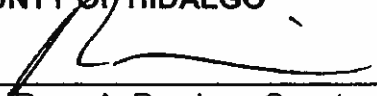
16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

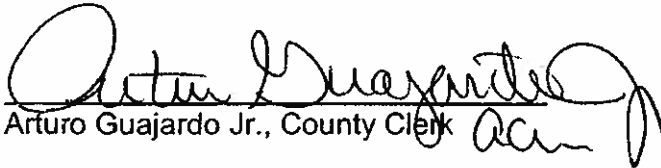
17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

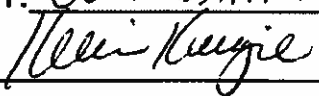
WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

COUNTY OF HIDALGO

ATTEST:


By:   
Rene A. Ramirez, County Judge

  
Arturo Guajardo Jr., County Clerk

COMPANY: GULF DATA PRODUCTS  
By:   
Printed Name: KEVIN KANIPE  
Title: PRESIDENT

APPROVED BY COMMISSIONES COURT: 02/16/2010

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

By:   
Stephen L. Crain

# Request for Bids No 2010-025-01-27-YZV

## Printed Items and Related Supplies

Award by Sections: Gulf Data Products based on unit price and extended to reflect minimum quantity.

<b>Department</b>
<b>SECTION I CONSTABLES</b>
Precinct 1,2,3&4
<b>SECTION II DISTRICT COURTS</b>
District Court 139 <sup>th</sup> 398 <sup>th</sup> and 449 <sup>th</sup>
<b>SECTION III COMMISSIONERS</b>
Precinct 3
<b>SECTION IV JUSTICE OF THE PEACE</b>
JP Precinct 1Place 1
<b>SECTION V – DISTRICT ATTORNEY</b>
District Attorney
<b>SECTION VI ALL DEPARTMENTS</b>
Adult Probation
Veterans Services
County Auditors
Planning Department
Treasurer's Department
Human Resources
Tax Office
Health & Human Services
H.I.D.T.A. Task Force
Border Colonia Access Program

EXHIBIT "B"  
 HIDALGO COUNTY  
 "PRINTED IT EMS AND RELATED SUPPLIES"  
 BID NO: 2010-025-01-27-YZV  
**BID PAGE**

**OPENED**

*Q. 4400*

JAN 27 2010

**Witnessed**

Vendor: GULF DATA PRODUCTS

**SECTION I - CONSTABLES:**

Description	Estimated Quantity	Unit Price	Total Price
<b>CONSTABLES PRECINCT 1:</b>			
BUSINESS CARDS	7 BXS. OF 500	39.00	273.00
FIELD CONTACT CARD	2,000	32.00M	64.00
BUILDING CHECK CARD	500	53.80	53.80
WARNING CARD	2,000	87.80M	175.60
NOTICE/AVISO DOOR HANGER CARD	5,000	77.90M	389.50
VEHICLE IMPOUNDMENT	100 BOOKS	3.96BK	396.00
H.C. CONSTABLE WARNING BOOK	200 BOOKS	2.64BK	528.00
TICKET BOOK	200 BOOKS	5.69BK	1138.00
OFFICIAL RECEIPT FOR CONSTABLES FEES	10 BOOKS	25.90BK	259.00
<b>CONSTABLE PRECINCT 2:</b>			
LETTERHEAD PAPER	2 BXS OF 5,000	249.50BK	499.00
BUSINESS CARDS	3 BXS OF 1,000	89.00BK	267.00
BUSINESS CARDS	4 BXS OF 1,000	32.00BK	128.00
ENVELOPES W/ CONSTABLE SEAL/LOGO	4 BXS OF 500	19.70BK	78.80
OFFICIAL RECEIPT FOR CONSTABLES FEES	20 BOOKS	19.45BK	389.00
TICKET BOOK	50 BOOKS	6.18BK	309.00
WARNING FLYERS	48XS OF 5,000	667.50BK	2670.00
ADVERTENCIA FLYERS	4 BXS OF 5,000	667.50BK	2670.00
<b>CONSTABLES PRECINCT 3:</b>			
LETTERHEAD PAPER	4 REAMS	44.75RM	179.00
NOTICE/AVISO-DOOR HANGER CARD	5,000	89.80M	449.00
ENVELOPES W/ CONSTABLE SEAL/LOGO	48XS OF 500	69.75BK	279.00
VEHICLE IMPOUNDMENT	80 BOOKS	4.20BK	335.50