



PURCHASING DEPARTMENT
County Of Hidalgo

January 27, 2009

CTC Distributing, Ltd.
Bruce Goldman, Owner
615 Blaze Blvd.
Edinburg, Texas 78539

Re: C-08-045-02-26 OFF PREMISES RECORDS STORAGE-PICKUP-RETRIVAL
AND DELIVERY SERVICES

Dear Mr. Goldman:

Commissioners' Court will take applicable action (Tuesday, February 10, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of February 27, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, January 30, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: 

Date: 2/4/2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Rocio Villarreal
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
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COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-045-02-26

THIS CONTRACT is made and entered into this 26th day of February, 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**" for Hidalgo County (DEPARTMENT NAME);

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 Hidalgo County (the "Department"). 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, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

- a. Storage of all new/additional records in new proper storage boxes;
- b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by 10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
- c. Delivery of files and/or boxes requested by Department;
- d. Permanent destruction of files no longer required to be stored;
- e. Provision of replacement boxes at no charge to County;
- f. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
- g. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in Exhibit A).

The services described in items 2 (a-g) shall be referred to as the "Services".

Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions:** For purposes of this Contract, the following terms shall mean:

- a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.
- b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.
- c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

- d. **"Pick Up"** shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.
- e. **"Destruction of Files"** is defined to mean when a file meets the requirements to be removed from storage in accordance with State law, the Company shall notify the Department in writing of the file's status. After receiving permission from the Department, the bidder shall be responsible for destroying the file in accordance with state guidelines. Such Destruction of Files shall transpire following a process by which Company formulates a retention schedule as required by State law and destroys the file following the foregoing process.

4. **Term.** This Contract shall be for a period beginning March 3, 2008 and ending on March 3, 2009 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal.** County may renew this 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 of the contract period.

6. **Hours of Service.** Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A .

7. **Payment.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid