



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

December 5, 2011

Gulf Data Products  
Attn: Kevin Kanipe, President  
810 E. Harrison  
Harlingen, Texas 78550

Via Email: gulfdata2@sbcglobal.net  
Certified Mail:  
7099-3220-0002-9745-1147

Re: C-10-068A1-12-21-Printing Services And Related Supplies-Hidalgo County

Dear Mr. Kanipe :

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of ~~December 12, 2011~~ December 12, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Tuesday, December 6, 2011 and or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

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

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

12-6-11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification if (applicable)).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly



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 of **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. Company shall provide the Services to locations specified by Hidalgo County by third party insured shippers FOB such locations so specified by Hidalgo County.

3. This Contract shall be for a period of one year beginning **December 21, 2010** and ending on **December 20, 2011**. Hidalgo County at its sole discretion may elect the option to extend the contract for two (2) additional one (1) year term under 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 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 Services 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                   **E.A. Stone, Inc.**  
  **Db a Gulf Data Products**  
  **810 E. Harrison**  
  **Harlingen, Texas 78550**

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. 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.


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.

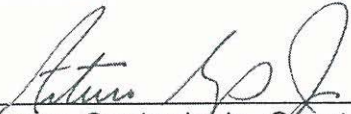
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

**COUNTY OF HIDALGO**

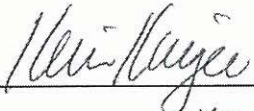
**ATTEST:**

By:   
Ramon Garcia, County Judge

  
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court  
on 12/21/2010

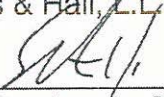
**COMPANY: E.A. Stone, Inc.  
Dba Gulf Data Products**

By:   
Printed Name: KEVIN KANIPE  
Title: PRESIDENT

APPROVED BY COMMISSIONES COURT: 12/21/10

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:   
Stephen L. Crain

TABULATION SHEET  
HIDALGO COUNTY  
"PRINTING SERVICES & RELATED SUPPLIES"  
RFB NO.: 2010-068A-10-27-MEG

**GULF DATA**

<b>SECTION "A"</b>		<b>QTY</b>	<b>GULF DATA</b>	
			<b>1 color</b>	<b>2 colors</b>
1	<i>Standard size</i> -8.5 x 11	500	87.00	104.00
		1000	112.00	141.00
2	<i>Legal size</i> - 8.5 x 14	500	157.00	174.00
		1000	182.00	219.00
3	Business Cards (1) one sided	500	37.50	38.50
		1000	39.50	40.50
4	Business Cards (2) two sided	500	48.00	49.00
		1000	49.00	49.00
5	Envelopes with windows	500	106.00	116.00
		1000	169.00	179.00
6	Envelopes without window	500	115.00	123.00
		1000	159.00	174.00

**PURCHASING DEPARTMENT**

<b>SECTION "B"</b>		<b>QTY</b>	<b>GULF DATA</b>	
1	8.5 x 11 Letterhead	10,000	.0949 ea	(949.00)
2	Business Cards	1000	.047 ea	(47.00)

**COUNTY COURT #5**

<b>SECTION "B"</b>		<b>QTY</b>	<b>GULF DATA</b>	
1	8.5 x 11 Letterhead	500	.268 ea	(134.00)
		1000	.185 ea	(185.00)
2	Envelope without window	500	.218 ea	(109.00)
		1000	.143 ea	(143.00)
3	Business Cards	500	.075 ea	(37.50)
		1000	.0395 ea	(39.50)

**93<sup>RD</sup> District Court**

<b>SECTION "B"</b>		<b>QTY</b>	<b>GULF DATA</b>	
1	Order of Release	500	.17 ea	(85.00)
		1000	.132 ea	(132.00)
2	Order of Commitment,	500	.204 ea	(102.00)
		1000	.153 ea	(153.00)
3	Letterhead w Cty 8.5 x 11	500	.149 ea	(74.50)
		1000	.095 ea	(95.00)
4	Business Cards w Cty Logo	500	.077 ea	(38.50)
		1000	.0405 ea	(40.50)
5	Award/Certificate 8x11 ½	500	.304 ea	(152.00)
		1000	.252 ea	(252.00)
6	Envelope without window	500	.246 ea	(123.00)
		1000	.0174 ea	(174.00)

**ELECTIONS**

<b>SECTION "B"</b>		<b>QTY</b>	<b>GULF DATA</b>	
1	Letterhead w Cty 8.5 X 11	500	.392 ea	(196.00)
		1000	.258 ea	(258.00)
2	Envelopes without window	500	.438 ea	(219.00)
		1000	.269 ea	(269.00)
3	Business Cards w Cty Logo	500	.218 ea	(109.00)
		1000	.119 ea	(119.00)

TABULATION SHEET  
HIDALGO COUNTY  
"PRINTING SERVICES & RELATED SUPPLIES"  
RFB NO.: 2010-068A-10-27-MEG

GULF DATA

<b>Justice of the Peace Pct 2 Place 2</b>				
	<b>SECTION "B"</b>	<b>QTY</b>	<b>GULF DATA</b>	
1	Business Cards w Pink Rose	500	.128 ea	(64.00)
		1000	.069 ea	(69.00)
2	The State Of Texas 4x 9 ½ Jacket	500	.078 ea	(39.00)
		1000	.046 ea	(46.00)

<b>449<sup>TH</sup> Judicial District of Texas</b>				
	<b>SECTION "B"</b>	<b>QTY</b>	<b>GULF DATA</b>	
1	Business Cards	500	.077 ea	(38.50)
		1000	.0450 ea	(45.00)
2	White Letterhead 8.5 x 11	500	.236 ea	(118.00)
		1000	.149 ea	(149.00)
3	Envelopes without window	500	.29 ea	(145.00)
		1000	.1715 ea	(171.50)

<b>R.O.W</b>				
	<b>SECTION "B"</b>	<b>QTY</b>	<b>GULF DATA</b>	
1	Business Cards	500	0.92 ea	(46.00)
		1000	.059 ea	(59.00)
2	White Letterhead 8.5 x 11	500	.138 ea	(69.00)
		1000	.0939 ea	(93.90)

<b>PCT 4</b>				
	<b>SECTION "B"</b>	<b>QTY</b>	<b>GULF DATA</b>	
1	Business Cards	2000	0.365 ea	(73.00)
2	8.5 x 11 White Letterhead	2000	.1285 ea	(257.00)
3	Envelopes without	2000	.095 ea	(190.00)
		10,000 A	.133 ea	(1330.00)
4	Polypropylene Stickers	10,000 B	.133 ea	(1330.00)
5	Service Work order book	5000	.0642 ea	(321.00)
6	Work Order Books	5000	.0642 ea	(321.00)

<b>HEALTH AND HUMAN SERVICES</b>				
#	<b>SECTION "B"</b>	<b>QTY</b>	<b>GULF DATA</b>	
1	Letterhead 8.5 x 11	500	.218 ea	(109.00)
		1000	.143 ea	(143.00)
2	Envelope with window	500	.094 ea	(47.00)
		1000	.056 ea	(56.00)
	Envelope without window	500	.094 ea	(47.00)
		1000	.056 ea	(56.00)
3	Index card Form L-37	500	.118 ea	(59.00)
		1000	.066 ea	(66.00)
4	Chest Clinic Appointment Card	500	.115 ea	(57.50)
		1000		
5	Registro de Tratamiento Preventivo	500	.11 ea	(55.00)
		1000	.063 ea	(63.00)
6	Parents flyer 8 ½ x 11	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)
7	HPV Vaccine flyer	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)
8	Healthcare providers from CDC	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)
9	Information for parents from CDC	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)

TABULATION SHEET  
HIDALGO COUNTY  
"PRINTING SERVICES & RELATED SUPPLIES"  
RFB NO.: 2010-068A-10-27-MEG

GULF DATA

10	National Infant Immunization Campaign flyer	500	.188 ea	(94.00)
		1000	.114 ea	(114.00)
11	Vaccine Freezer IMM-966	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
12	Vaccine Freezer IMM-962	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
13	Acceptable Temperatures for Vaccines	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
14	Vaccine Coordinator	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
15	Monthly Care of Vaccine Storage Units	500	.22 ea	(110.00)
		1000	.175 ea	(175.00)
16	Keep your Germs to yourself	500	.183 ea	(91.50)
		1000	.119 ea	(119.00)
17	Alto A la Gripe Texasflu.org. FAQ from parents about Vaccines for Infants	500	.183 ea	(91.50)
		1000	.119 ea	(119.00)
18	FAQ from parents about Vaccines for Infants	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19a	No Habra influenza en mi Casa	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19b	La influenza: una guia para los padres	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19c	Tos Feina- Pertussis	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19d	Pertussis-Whooping Cough	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19e	Texas Dept of State E59-11364	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
19f	Flu & You folded in three	500	.173 ea	(86.50)
		1000	.119 ea	(119.00)
20	Referral Form 3 part NCR	500	.179 ea	(89.50)
		1000	.127 ea	(127.00)
21	Wastewater Systems Checklist	500	.15 ea	(75.00)
		1000	.095 ea	(95.00)
22	Permit on-site sewerage Facility	500	.15 ea	(75.00)
		1000	.095 ea	(95.00)
23	Foster Home Inspection Report	500	.178 ea	(89.00)
		1000	.129 ea	(129.00)
24	Sanitary Inspection Form	500	.178 ea	(89.00)
		1000	.129 ea	(129.00)
25	Investigation Report Occupational Health Regulation	500	.248 ea	(124.00)
		1000	.198 ea	(198.00)
26	License to Operate OSSF form	500	.048 ea	(24.00)
		1000	.038 ea	(38.00)
27	Temporary Food Establishment Permit Request	500	.048 ea	(24.00)
		1000	.038 ea	(38.00)
28	Environmental & Consumer Health Protection Complaint Form	500	.048 ea	(24.00)
		1000	.038 ea	(38.00)
29	CMS 1500 NCR	500	.134 ea	(67.00)
		1000	.067 ea	(67.00)
30	Sewage Facility Inspection	500	.192 ea	(96.00)
		1000	.144 ea	(144.00)
31	Health Permit Inspection Fees	500	.192 ea	(96.00)
		1000	.144 ea	(144.00)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

5/19/2011

<b>PRODUCER</b> <b>RICK VILLARREAL INS AGENCY</b> 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.	
<b>INSURED</b> <b>E.A. Stone Inc.</b> DBA Gulf Data Products 810 E Harrison Harlingen, TX 78550 956-421-5711		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC#</b>
		INSURER A: <b>Farmers Insurance Exchange</b>	
		INSURER B: <b>Farmers Truck Insurance Exchange</b>	
		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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60191-95-32	05-18-11	05-18-12	EACH OCCURRENCE \$ <b>1,000,000</b>
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	A07076872	04-18-11	04-18-12	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>				
		OTHER				

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

**CERTIFICATE HOLDER**

HIDALGO COUNTY  
 2802 S. Business Hwy 281  
 Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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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**Yolanda Velasquez**

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**From:** Kevin Kanipe [mailto:Gulldata2@sbcglobal.net]  
**Sent:** Monday, February 22, 2010 2:26 PM  
**To:** Yolanda Velasquez  
**Subject:** Re: Certificated of Insurance

The company does not own any delivery vehicles. These items will be delivered UPS and probably FedEx ground delivery. If you have anymore questions please feel free to contact me. Thanks

Kevin Kanipe  
Gulf Data Products  
(956) 421-5711  
[gulldata2@sbcglobal.net](mailto:gulldata2@sbcglobal.net)

----- Original Message -----

**From:** Yolanda Velasquez  
**To:** 'Kevin Kanipe'  
**Sent:** Monday, February 22, 2010 11:51 AM  
**Subject:** RE: Certificated of Insurance

Good morning Kevin

Here I go again with the Insurance. I went ahead and submitted all the information to the attorney and he is requesting the Auto Ins. Is there any way that you can provide auto insurance?