



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

Gateway Printing & Office Supply, Inc.
d/b/a Jones & Cook Stationers
Attn: Junior Cordero, Account Manager
315 S. Closner
Edinburg, Texas 78539

Via Certified Mail:
7099-3220-0002-9745-1130

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

Dear Mr. Cordero:

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 **Monday, 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: _____

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

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

A handwritten signature in black ink that reads "Wangie Y. Garcia". The signature is written in a cursive style with a large initial 'W'.

Wangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department

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 **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) 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 Service 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

Gateway Printing & Office Supply, Inc.
Dba Jones & Cook Stationers
315 S. Closner
Edinburg, Texas 78539

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:


Arturo Guajardo Jr., County Clerk

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11/20/10



COMPANY: Gateway Printing & Office
Supply, Inc. Dba Jones & Cook
Stationers

By: James Cerdano

Printed Name: James Cerdano

Title: Account Mgr

APPROVED BY COMMISSIONES COURT: 12/21/10

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]
Stephen L. Crain

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

GATEWAY

| PURCHASING DEPARTMENT | | | |
|------------------------------|-------------------------|------------|---------|
| SECTION "B" | | QTY | GATEWAY |
| | | Unit Price | Qty |
| 1 | Envelopes with window | .06497 | 649.70 |
| 2 | Envelope without window | .09844 | 984.40 |

| Budget /Public Affairs/ W/Comp/Employee Benefits | | | |
|---|---|------------|---------|
| SECTION "B" | | QTY | GATEWAY |
| | | Unit Price | Qty |
| 1 | Envelopes without window | .3480 | 174.00 |
| | | .19785 | 197.85 |
| 2 | Business Cards w Cty Logo | .0920 | 46.00 |
| | | .05125 | 51.25 |
| 3 | 2 ¼ x 10 Slide-in desk plate | 5.14 | 25.70 |
| 4 | 2 ¼ x 10 standard slide-in wall sign door | 4.54 | 22.70 |

| HEALTH AND HUMAN SERVICES | | | |
|----------------------------------|--------------------------------|------------|---------|
| SECTION "B" | | QTY | GATEWAY |
| | | Unit Price | Qty |
| 1 | Postmaster label for mail outs | .14 | 70.00 |
| | | .09 | 90.00 |
| 2 | HCCS-HCIHCP cards | .4346 | 217.30 |
| | | .26565 | 265.65 |
| 3 | Chest Clinic Appointment Card | .08825 | 88.25 |

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/06/10

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.

COMPANIES AFFORDING COVERAGE

COMPANY A
FEDERATED MUTUAL INSURANCE COMPANY OR
FEDERATED SERVICE INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

INSURED

GATEWAY PRINTING AND OFFICE
SUPPLY INC
315 S CLOSNER
EDINBURG TX 78539

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| OR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----|---|---------------|----------------------------------|-----------------------------------|---|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT | 9421779 | 12/01/11 | 12/01/12 | GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 9421779 | 12/01/11 | 12/01/12 | COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | PROPERTY DAMAGE \$ |
| | EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 9421779 | 12/01/11 | 12/01/12 | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER | | | | WC STATUS: TORY LIMITS: <input type="checkbox"/> OTH- ER: EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$ |


DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


 PRESIDENT

Hidalgo County
 Attn: Purchasing Department
 2812 S Highway Bus. 281
 Edinburg, Texas 78539

3-25-S (1/95)

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Additional Insured Copy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

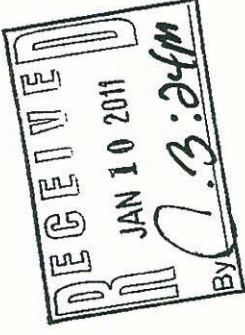
ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:

GATEWAY PRINTING AND OFFICE
SUPPLY INC
315 S CLOSNER
EDINBURG TX 78539



1. **WHO IS AN INSURED** for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO DELIVERIES TO CERTHOLDER.

FEDERATED SERVICE INSURANCE COMPANY

Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

Additional Insured Name and Address:

HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG TX 78539

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CA-F-75 (05-92)

Policy Number: 9421779

Transaction Effective Date: 12-29-2010

Third Party Copy

#BWNDHBS
#CENTPRTOWATXXXX4#
HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539