

APPROVED

AI-31164

40. II. 0.

CC REGULAR

Meeting Date: 03/20/2012

Department Head: Martha Salazar

Department: PURCHASING DEPT.

Information

CAPTION

✓ Recommending award of multiple bids and approval of contracts to the lowest vendor per sections meeting all specifications and/or terms and conditions as attached hereto for Hidalgo County -"Printing Items and Related Supplies" Bid No. 2012-008-01-04-MEG.

BACKGROUND

Due to vendor (Copy It) checked that he would acquire Acord cerificate within ten (10) days after notice of award by Purchasing Department, Legal Counsel will not sign as to form until the Acord certificate is provided by vendor.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Purchases are on an as needed basis. See attached exp report for possible funding sources and availability of funds.

Each user department would need to identify budget in order to purchase items needed.

Attachments

- Participating Sheet
- Tab Sheet for Copy It
- Tab Sheet for Gateway
- Tab Sheet for Gulf Data
- Contract for Gateway
- Contract for Gulf Data
- Contract for Copy It
- exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/07/2012 03:52 PM
Budget & Management	Merlen P. Munoz	03/07/2012 04:29 PM
Rosalinda Cantu	Rosie Cantu	03/09/2012 11:04 AM
Purchasing Department	Marty Salazar	03/07/2012 03:52 PM
Budget & Management	Merlen P. Munoz	03/07/2012 04:29 PM
Rosalinda Cantu	Rosie Cantu	03/09/2012 11:04 AM
Auditor's Office		

Form Started By: Elena Gomez

Started On: 02/22/2012 09:59 AM

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 term of one year effective **April 16, 2012** and ending on **April 15, 2013**. Hidalgo County may at its sole discretion elect, to extend the term of this Contract for an additional two (2) - one (1) year terms at the same rates, terms and conditions and may further extend this Contract 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
1615 South Closner, Suite J
Edinburg, Texas 78539**

If to Company **Copy It Inc.
705 East Pecan
McAllen, Texas 78504**

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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

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

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: March 20, 2012