


Zimbra

sandra.montalvo@co.hidalgo.tx.us

Fwd: Draft Contract/Specifications-Legend and Non-Legend Pharmaceuticals

From : Elena Gomez <elena.gomez@co.hidalgo.tx.us> Mon, Mar 10, 2014 11:04 AM
Subject : Fwd: Draft Contract/Specifications-Legend and Non-Legend Pharmaceuticals  3 attachments
To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

I believe this belongs to you, I guess Marynel thought it was mine.

From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "elena gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Monday, March 10, 2014 10:27:42 AM
Subject: FW: Draft Contract/Specifications-Legend and Non-Legend Pharmaceuticals

Good Morning Elena:

Attached in PDF is the revised Service Contract C-14-051-00-00. Should you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain

From: Elena Gaitan [mailto:elena.gaitan@jpd.co.hidalgo.tx.us]
Sent: Wednesday, March 05, 2014 4:36 PM
To: mntrevino@atlashall.com
Cc: Evangelina Garcia; Israel Buddy Silva
Subject: Fwd: Draft Contract/Specifications-Legend and Non-Legend Pharmaceuticals

Per Purchasing, legal review is required in order to proceed. Please review.

"Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Elena Gaitan" <elena.gaitan@jpd.co.hidalgo.tx.us>
Cc: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, March 4, 2014 1:28:40 PM
Subject: Draft Contract/Specifications-Legend and Non-Legend Pharmaceuticals

Elena:

The Purchasing Department has assigned the "Legend and Non-Legend Pharmaceuticals" project to one of the buyers (Ms. Sandra Montalvo). In order for the buyer to proceed ahead, the draft contract needs to be reviewed as to form by legal in connection to the specifications of the project. Therefore, Juvenile Probation needs to forward to legal for their review/approval of draft document.

Please let me know if you have any questions.

Thank you


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Elena Gaitan
Accountant
Hidalgo County
Judge Mario E. Ramirez, Jr. Juvenile Justice Center
1001 North Doolittle
P.O. Box 267
Edinburg, TX 78542-0267
Phone 956-587-6200 Ext 7048
Fax 956-318-2950
elena.gaitan@jpd.co.hidalgo.tx.us

WE ARE NOT HUMAN BEINGS GOING THROUGH A TEMPORARY SPIRITUAL EXPERIENCE.
WE ARE SPIRITUAL BEINGS GOING THROUGH A TEMPORARY HUMAN EXPERIENCE.

 **DRAFT CONTRACT-LEGEND and NON-LEGEND PHARMACEUTICAL-JUVENILE.doc**
39 KB

 **auth=co&loc=en_US&id=30737&part=3.pdf**
80 KB

 **DOC417.PDF**
1 MB

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-14-051-00-00**

THIS CONTRACT is made and entered into this ____ day of ____, 2014 by and between the Hidalgo County Texas acting by and through the Hidalgo County Juvenile Justice Center (Detention Center and Boot Camp), (“Department”), Hidalgo County, Texas (“County”), and _____ (“Company”).

WHEREAS, Company responded to advertised notices for bids for “**Legend & Non-Legend Pharmaceuticals and/or Medical Supplies**” (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit “A” Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit “A” Request for Bids (RFB) Procurement Packet, 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 Hidalgo County Juvenile Justice Center (Detention Center and Boot Camp). 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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the Hidalgo County Juvenile Justice Center (Detention Center and Boot Camp) or his 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years, commencing on May 18, 2014** and expiring on **May 17, 2016** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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
302 W. University Drive
Edinburg, Texas 78539

If to Company:

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. This Agreement may be terminated by County without cause upon thirty (30) days 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 _____, 2014.

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, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____