

Zimbra

leticia.saenz@co.hidalgo.tx.us

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**RE: Review & Approve as to form-"Draft" Contract#C-16-236-00-00-SMA-Printing & Mailing of Post Cards (warrants and/or reminders) - Hid Co**

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**From :** Steve Crain <scrain@atlashall.com>

Tue, Jun 28, 2016 09:21 AM

**Subject :** RE: Review & Approve as to form-"Draft" Contract#C-16-236-00-00-SMA-Printing & Mailing of Post Cards (warrants and/or reminders) - Hid Co

1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft agreement is fine.

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**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

**Sent:** Tuesday, June 28, 2016 9:13 AM

**To:** Steve Crain <scrain@atlashall.com>

**Cc:** Marynel Trevino <mntrevino@atlashall.com>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

**Subject:** Review & Approve as to form-"Draft" Contract#C-16-236-00-00-SMA-Printing & Mailing of Post Cards (warrants and/or reminders) - Hid Co

Good morning, Mr. Crain-

Please review and approve as to form "**draft**" contract # **C-16-236-00-00-SMA** for the purposes of the **[procurement process]** of the "**Printing and Mailing of Post Cards (warrants and/or reminders)**" for Hidalgo County.

Please advise.

Respectfully,

**Leticia H. Saenz, CPPB/Contracts Manager**

Hidalgo County Purchasing Department

2812 South Business Highway 281

Edinburg, Texas 78539

P(956) 318-2626 F(956) 318-2629

Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)

😊...DON'T WORRY...BE HAPPY...😊



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order to provide the Services to **Hidalgo County**. 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 within **Hidalgo County** following a request for Services by the **Hidalgo County**. 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 (1) year**, commencing on \_\_\_\_\_, **2016** and expiring on \_\_\_\_\_, **2017** and may be extended at the sole discretion of the County for an **additional two (2) one (1) year periods** under the same rates, terms and conditions. County also reserves the right to continue this sealed 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: Hidalgo County  
Attn: County Judge  
302 W. University  
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 Hidalgo 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.

**17. 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).

**18. Entire Agreement.** This Contract contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

**19. Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**WITNESS** our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

By: \_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

# **EXHIBIT "A"**

Request for Bid (RFB) Procurement Packet

DRAFT

**EXHIBIT "B"**  
BID PAGE

DRAFT

**EXHIBIT "C"**  
CERTIFICATE OF INSURANCE

DRAFT