



3. **Term.** This Contract shall be for a period of **ten(10) month(s)**, commencing on **December 15, 2020** and expiring on **October 30, 2021**.

4. **Licenses.** 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

5. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

6. 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.

7. **Consideration.** 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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the

Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

9. **Indemnification.** 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. **Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. **Independent Contractor.** 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. **Notice.** 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, 2<sup>nd</sup> Floor  
  Edinburg, Texas 78539

If to Company:                Vazaldua & Associates  
  711 W. Nolana Ste 204B  
  McAllen, TX. 78501

14. **Provisions.** 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.

15. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

16. **Successors.** 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. **Governing Law.** 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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

19. **Entire Agreement.** This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

20. **Immunities:** Nothing in this Agreement 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.

21. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the

Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

22. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

23. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

*[SIGNATURE PAGE TO FOLLOW]*

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

\_\_\_\_\_  
Richard F. Cortez, County Judge

ATTEST:

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

Company: Vazaldua & Associates

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

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

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

Approved By Commissioners Court On: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Josephine Ramire, Assistant District Attorney

**EXHIBIT “A”**  
**Request for Services**  
**Specifications/Requirements**

# **EXHIBIT “A”**

Specifications/Requirements

Hidalgo County

(all funding sources, programs & entities)

**“Turnkey Online Credit Recovery, GED, Life Coaching and Tutoring Services”**

RFSP No.:2020-677-12-11-TDL

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## **PROJECT OVERVIEW:**

The County of Hidalgo through the 370<sup>th</sup> State District Court has attained a grant for “turnkey” **“Online Credit Recovery, GED, Life Coaching and Tutoring Services”** on an as-needed basis for thirty (30) eligible participants who are in a court-ordered community supervision program. The services will be part of the conditions of probation and respondent must provide a turnkey solution.

Respondent must provide “turnkey” services for direction and completion of Online Credit, GED, Life Coaching & Tutoring for thirty (30) court-ordered participants;

Respondent must have the ability to coordinate with multiple agencies and school districts;

Respondent must have experience in adult high-school credit recovery, GED, Life Coaching & Tutoring programs and be knowledgeable in the guidelines for determining the eligibility of participant to take the high school equivalency test;

Respondent must be self-motivated and able to recruit, retain, and complete virtual graduation for 30 participants within the grant program deadline of October 30, 2021;

Respondent must have the ability to provide life coach sessions to participants; and

Respondent must provide virtual tutoring services to participants who require additional assistance;

Submitters must, upon request, provide satisfactory evidence of their ability to furnish the services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

The successful respondent may not subcontract the award without the written consent of the County of Hidalgo.

## **TERMS & CONDITIONS:**

1. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.
2. Hidalgo County has the authority to utilize State Contracts or any cooperative purchasing programs, whenever it is in the County’s best interest to do so.
3. The contract term for this project is subject to grant timing restrictions.
4. Hidalgo County reserves the right to hold RFSP’s for ninety (90) days without taking any action.
5. The awarded vendor will maintain all insurance requirements, and its limits throughout the agreement term and any extension thereof, as described and listed in Exhibit “C” Insurance Requirements.

## **EXHIBIT “A”**

Specifications/Requirements

Hidalgo County

(all funding sources, programs & entities)

**“Turnkey Online Credit Recovery, GED, Life Coaching and Tutoring Services”**

RFSP No.:2020-677-12-11-TDL

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6. Hidalgo County reserves the right to award to one (1) vendor or multiple vendors if the County determines it is in its best interest to do so.
7. Hidalgo County reserves the right to refuse and reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSP considered the best and most advantageous to Hidalgo County.

### **ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:**

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications, and quotes) shall be the responsibility of the vendor. No reimbursements for such charges or expenses shall be passed on to Hidalgo County.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO [tanya.delira@co.hidalgo.tx.us](mailto:tanya.delira@co.hidalgo.tx.us) by no later than 3:00 p.m., Thursday, December 10, 2020. Responses to said inquiries will be sent via email to all applicants known to have received a copy of the RFSP from Hidalgo County no later than Friday, December 11, 2020, at 12:00 p.m.**

### **GENERAL REQUIREMENTS:**

The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any RFSP that does not meet the minimum requirements and/or specifications will be rejected.

# EXHIBIT B

## Proposer's Response

EXHIBIT "B"

HIDALGO COUNTY

(all funding sources, programs & entities)

"Turnkey Online Credit Recovery, GED, Life Coaching and Tutoring Services"

RFSP NO.: 2020-667-12-11-TDL

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ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: Vazaldua & Associates

ADDRESS: 711 W Nolano Ste 204B

CITY/STATE/ZIP: McAllen, Tx 78501


PHONE NUMBER: 956 451-6775 / 956 877-5434

FAX NUMBER: \_\_\_\_\_

CELL NUMBER: \_\_\_\_\_

CONTACT PERSON: Paul M Vazaldua, Jr

E-MAIL ADDRESS: paulmv555@yahoo.com

AUTHORIZED SIGNATURE: 

TITLE: Owner

DATE: 12/10/20

**OPENED**

3:03 PM

12/11/20

Witnessed



EXHIBIT "B"

HIDALGO COUNTY

(all funding sources, programs & entities)

"Turnkey Online Credit Recovery, GED, Life Coaching and Tutoring Services"

RFSP NO.: 2020-667-12-11-TDL

DESCRIPTIONS	QUANTITY	TOTAL BID PRICE
Turnkey Online Credit Recovery, GED, Life Coaching & Tutoring	30 Participants	\$ <u>24,750<sup>00</sup></u>
Specify Any Comments and/or Deviations: _____ _____ _____ _____		

OPENED  
3:03 P.M.  
12/11/20

Witnessed

RS

# **EXHIBIT “C” INSURANCE REQUIREMENTS**