

provided by the Company and to reject the same if not in compliance with the specifications as provided in Exhibits "A" and "B". If the County finds it necessary to require changes in the work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. 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. **Term.** This Contract shall be for a period of **one (1) year**, commencing on March 02, 2023 and expiring on March 01, 2024 unless sooner terminated. The term of this agreement may be extended at the County's sole discretion for **two (2) additional one (1) year term(s)** 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, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in **Exhibit "B"**, payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. **Licenses/Certifications.** 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, including the State of Texas, during the term hereof to provide the Services. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Company shall immediately notify the County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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. Company shall provide a sufficient number of trucks, vehicles, personnel, and equipment available to safely and efficiently provide the Services.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances applicable to the Services provided by Company under this Agreement. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an Independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Company agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Company will incur no financial obligation on behalf of the County without prior

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON February 17, 2023.

Agenda Item No. 89518

Executive Office: MS

VENDOR:

Upper Valley Mail Services, LLC


COUNTY:

COUNTY OF HIDALGO, Texas



Patrick Hettler (Feb 21, 2023 14:17 CST)


Patrick Hettler, President



Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios



Robert Vina, III (Feb 22, 2023 08:19 CST)

Robert Vina III, ADA

ATTEST:



Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

- A. REQUEST FOR SEALED QUOTES
PROCUREMENT PACKET
- B. RESPONSE
- C. CERTIFICATE OF INSURANCE

SUPPLEMENTAL SIGNATURES:

(If Applicable)

Upper Valley Mail Services, LLC
 1418 Beech Ste 109
 McAllen TX 78501
 (956)668-7678

for HIDALGO COUNTY
 "Mailing Services-County Wide"
 RFSQ No: 23-0009-02-01

LETTERS

Weight Not Over (ounces)		USPS rate applied	UVMS Fee	Total Cost
1		0.471	0.07	0.541
2		0.471	0.07	0.541
3		0.471	0.07	0.541

FLATS

Weight Not Over (ounces)		USPS rate applied	UVMS Fee	Total Cost
1		1.185	0.07	1.255
2		1.425	0.07	1.495
3		1.665	0.07	1.735
4		1.905	0.07	1.975
5		2.145	0.07	2.215
6		2.385	0.07	2.455
7		2.625	0.07	2.695
8		2.865	0.07	2.935
9		3.105	0.07	3.175
10		3.345	0.07	3.415
11		3.585	0.07	3.655
12		3.825	0.07	3.895
13		4.065	0.07	4.135

Upper Valley Mail Services, LLC
1418 Beech Ave Ste 109
McAllen, TX 78501

Contact info: Patrick Hettler, President

(956)668-7678 office/ (956)212-7130 mobile

postman217@aol.com