

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this 11th day of May, 2016, by and between Corpus Christi Mortuary Service, a corporation organized and existing under the laws of the State of Texas, hereinafter called "Contractor" and **NUECES COUNTY**, Texas, hereinafter called "County".

Whereas, County put out for bid project no. IFB 3007-15, herein "IFB", for Morgue Transport service;

Now therefore, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE I THE CONTRACT PRICE

Contractor will furnish morgue transport service for transporting human bodies to the Nueces County Morgue, as described in IFB at the prices quoted on their signed copy of Bid Response Form, herein "Bid" throughout the contract period.

ARTICLE II CONTRACT TIME

The duration of the contract: twenty-four (24) months, and may be renewed in one (1) year increments, not to exceed three (3) additional years past the initial term. Contract may be terminated by either party upon thirty (30) days written notice to other party.

ARTICLE III CONTRACT

The Executed Contract Documents shall consist of the following:

1. This Agreement
2. Addenda, required if issued
3. Specifications
4. Signed Copy of Bid
5. Instructions to Bidders
6. General Requirements
7. Advertisement for Bids

THIS AGREEMENT, together with the other documents enumerated in ARTICLE III, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract. In case of conflicts with any provision of any other component part, the provision of the component part first enumerated in the ARTICLE III shall govern, except as otherwise specifically stated.

**ARTICLE IV
GOVERNING LAW AND VENUE**

The governing law shall be the laws of the State of Texas. Venue is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas.

**ARTICLE V
CONTRIBUTIONS**

It is expressly understood by County and Contractor, that from the date of award of contractor bid to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and or campaign or political contribution regardless of amount from contractor or principal owners of said contractor. County official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political, campaign, or personal contributions to candidates for county and precinct office from the date of award of contractor bid to one year after termination or expiration of contract term. It is also prohibited for contractor to contribute to employee associations or for the benefit of groups of employees.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in **three (3) original copies** on the day and year first above written.

COUNTY
Nueces County

By: _____
Samuel Loyd Neal, Jr.

Title: County Judge

ATTEST FOR COUNTY:

By: _____
Kara Sands

Title: Nueces County Clerk

CONTRACTOR
Corpus Christi Mortuary Service

By: _____
Archie D. Acosta

Title: Owner/Operation Manager

ATTEST FOR CONTRACTOR:
Corpus Christi Mortuary Service

By: _____
Michelle Gomez

Title: Office Manager

**NUECES COUNTY PURCHASING
IFB NO. 3007-15
MORGUE TRANSPORT
FEBRUARY 24, 2016 – 2:00 PM**

Contractor must furnish all equipment, including but not limited to, gurney(s), cot(s), stretcher(s), sheets, and materials to cover bodies, etc., required for picking up bodies, during removal and transporting of bodies.

ITEM DESCRIPTION	UNIT PRICE PER BODY
Cost for transporting one (1) body from various locations within the County to the County Morgue (other than Spohn Memorial Medical Center).	\$ 140 ⁰⁰
Cost for transporting one (1) body from Spohn Memorial Medical Center to the County Morgue.	\$ 100 ⁰⁰
Cost for receiving one (1) body from any County that is delivered to the County Morgue.	\$ 80 ⁰⁰
TOTAL UNIT PRICE COST	320 ⁰⁰

Contractor must be able to have access to additional vehicle(s) if required for a specific incident/response to a call. Bidder acknowledges their compliance to this requirement by initialing RA

List number of vehicles available for use under this contract: Four (4).

Print Company Name Corpus Christi Mortuary Service

Signature 

Address 2105 16th St. P.O. Box 3208

City/State/Zip Corpus Christi, Texas 78404 78463 (PO Box)

A/C Telephone 361-888-5475 A/C Fax 361-882-8368

E-Mail aaccms@gmail.com