



PURCHASING DEPARTMENT
County Of Hidalgo

June 27, 2007

Mr. Alfonso Cerda
Bush Supply Co.
1924 W. Trenton Rd.
Edinburg, Texas 78539

Dear Mr. Cerda:

Please let this letter serve as an official notice of action taken by the Hidalgo County Commissioners' Court on June 25, 2007, your company was approved for an additional year on your contract for "**Electrical Materials and Supplies**" (which will expire on 07/11/2008) under the same rates, terms and conditions

Thank you in advance for your cooperation to this matter. If you should have any questions or comments, or require anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mary A. Maldonado".

Mary A. Maldonado
Contract Manager

REQUIREMENTS AGREEMENT
C-06-118-07-11

THIS AGREEMENT (the "Agreement") is entered into effective as of **July 11, 2006** by and between Border States Electric Supply of Texas, Inc. dba **Bush Supply** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**Electrical Materials and Supplies**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **one year**, and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in Buildings and Grounds projects for a period of one year from the effective date of this Agreement, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.
2. When Buyer determines that it needs a quantity of the Products, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.
3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.
4. General Provisions.
 - a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

Bush Supply Co.
Attention: Mr. Alfonso Cerda
1924 W. Trenton Rd.
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives,

successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **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 ninety (90) 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).

m. This Agreement may be terminated by either party without cause upon thirty(30) days written notice.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other

advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

HIDALGO COUNTY

Approved by Commissioners' Court
on 7-11-06

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Eddy Trevino
Eddy Trevino, County Clerk

Bush Supply Company
By: Alfonso Cerda
Printed Name: Alfonso Cerda
Title: Account Manager

Approved on Commissioners' Court July 11, 2006.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]

EXHIBIT "A"

REQUIREMENTS

EXHIBIT "A"

HIDALGO COUNTY - BUILDING AND GROUNDS

"Electrical Materials and Supplies"

Bid No.: 06-118-05-31-jmt

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

The requirements parts contract will encompass all services project-related Electrical materials and supplies to the Hidalgo County including, but not limited to, the following:

Requirements:

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.
2. Vendor will provide original equipment manufacturer (OEM) parts as requested.
3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
5. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
6. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.
7. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in:
Insurance Requirements: See Exhibit "C" attached hereto.

Terms & Conditions:

1. Term of contract is for one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.
2. County will seek the purchase of materials from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.
3. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
4. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo county reserves the right to procure the articles from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.
6. Any contract awarded to a successful bidder will be in effect until:
(a) the contract expires (b) delivery acceptance of products and/or performance of services ordered, or
(c) terminated by County with thirty (30) day's written notice prior to cancellation.

EXHIBIT "A"

SPECIFICATIONS

Electrical Materials and Supplies

Bid No. 06-118-05-31-jmt

¼ anchor bits
½" "

3/8" anchor bits
¾" "

20 amp toggle switches
15 "

20 amp duplex receptacles
15 "

20 amp gfi duplex receptacle

mc cable

20, 30, 40, 50, 60 amp 1 pole breakers snap on & bolt on

" 2 "
" 3 "

500 mcm thhn wire

#10 thhn wire stranded

350 mcm thhn wire

#12 thhn wire stranded and solid

300 "

#8 "

250 "

#6 "

#2 "

#4 "

#3 "

#1 "

120 volt photocells

galvanize spray

100 watt light bulbs

2'x4' lamp lens

" lamps

2'x2' "

¼" plastic anchor kit

8", 10", 12" cable ties

plaster rings

extension rings

weatherproof covers 1 & 2 gang

4 sq. boxes emt, pvc & cast iron

240v 1 phase load center 30 circuit

120v 1 phase load center 42 circuit

toggle switch plates

receptacle plates 1 gang

" 2 gang "

" 2 gang

EXHIBIT "A"

SPECIFICATIONS

Electrical Materials and Supplies

Bid No. 06-118-05-31-jmt

12/2 w/ground romex wire	10/2 w/ground romex wire
romex connectors straight	romex connectors angle
1/2' emt conduit	3/4" emt conduit
1" emt conduit	1 1/4 emt conduit
1 1/2" emt conduit	2" emt conduit
3" emt conduit	4" emt conduit
1/2' PVC conduit	3/4" pvc conduit
1" pvc conduit	1 1/4" pvc conduit
1 1/2" pvc conduit	2" pvc conduit
3" pvc conduit	3 1/2" pvc conduit
4" pvc conduit	1/2" galvanize conduit
3/4" galv. Conduit	1" galv. Conduit
2" galv. Conduit	1 1/2" galv. Conduit
1/2', 3/4", 1", 1 1/4", 1 1/2", 2", 3", 4" emt connectors straight	
" " " "	angle
" " " "	emt straps 1 hole
" " " "	pvc straps "
" " " "	emt staps 2 hole
" " " "	pvc straps "
" " " "	emt couplings die case set screw
" " " "	emt connectors "
" " " "	emt couplings steel
" " " "	emt connectors "
" " " "	emt couplings compressing tight
" " " "	emt connectors "
" " " "	aluminum LB condulets w/cover & gasket
" " " "	malleable iron "
" " " "	galvanize "
" " " "	Greenfield flrx connectors straight
" " " "	" " angle
" " " "	sealtight flex connectors "
" " " "	" angle
" " " "	sealtight
" " " "	Greenfield

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies Bid No. 06-118-05-31-jmt

DESCRIPTION

PRICE

12/2 w/ground romex wire	_____
10/2 w/ground romex wire	_____
romex connectors straight	_____
romex connectors angle	_____
1/2' emt conduit	_____
3/4" emt conduit	_____
1" emt conduit	_____
1 1/4 emt conduit	_____
1 1/2" emt conduit	_____
2" emt conduit	_____
3" emt conduit	_____
4" emt conduit	_____
1/2' PVC conduit	_____
3/4" pvc conduit	_____
1" pvc conduit	_____
1 1/4" pvc conduit	_____
1 1/2" pvc conduit	_____
2" pvc conduit	_____
3" pvc conduit	_____
3 1/2" pvc conduit	_____
4" pvc conduit	_____
1/2" galvanize conduit	_____
3/4" galv. Conduit	_____
1" galv. Conduit	_____
2" galv. Conduit	_____
1 1/2" galv. Conduit	_____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies Bid No. 06-118-05-31-jmt

EMT Connectors, straight

Size	Price
1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

EMT Connectors angle

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

EMT Straps 1 hole

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies

Bid No. 06-118-05-31-jmt

PVC Straps 1 hole

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

EMT Straps 2 hole

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

PVC straps 2 hole

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

EXHIBIT "A"

BID FORM

Hidalgo county Electrical Materials and Supplies Bid No. 06-118-05-31-jmt

EMT coupling die case set screw

1/2" _____
3/4" _____
1" _____
1 1/4" _____
1 1/2" _____
2" _____
3" _____
4" _____

EMT Couplings steel case

1/2" _____
3/4" _____
1" _____
1 1/4" _____
1 1/2" _____
2" _____
3" _____
4" _____

EMT Connectors steel

1/2" _____
3/4" _____
1" _____
1 1/4" _____
1 1/2" _____
2" _____
3" _____
4" _____

EXHIBIT "A"

BID FORM

**Hidalgo County Electrical Materials and Supplies
Bid No. 06-118-05-31-jmt**

EMT Couplings compressing tight

1/2" _____
3/4" _____
1" _____
1 1/4" _____
1 1/2" _____
2" _____
3" _____
4" _____

EMT Connectors compressing tight

1/2" _____
3/4" _____
1" _____
1 1/4" _____
1 1/2" _____
2" _____
3" _____
4" _____

Aluminum LB conduit w/cover & gasket

1/2" _____
3/4" _____
1" _____
1 1/4" _____
1 1/2" _____
2" _____
3" _____
4" _____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies Bid No. 06-118-05-31-jmt

Malleable iron conduit

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

Greenfield flx connectors straight

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

Greenfield flx angle

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies Bid No. 06-118-05-31-jmt

Sealtight flex connectors "

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

Sealtight angle

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

Sealtight

1/2"	_____
3/4"	_____
1"	_____
1 1/4"	_____
1 1/2"	_____
2"	_____
3"	_____
4"	_____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies Bid No. 06-118-05-31-jmt

Greenfield

1/2" _____
3/4" _____
1" _____
1 1/4" _____
1 1/2" _____
2" _____
3" _____
4" _____

1/4 anchor bits _____
3/8" anchor bits _____
1/2" " _____
3/4" " _____
20 amp toggle switches _____
20 amp duplex receptacle _____
15 " switch _____
15 " receptacle _____
20 amp gfi duplex receptacle _____
mc cable _____
20 amp 1 pole breakers snap on & bolt on _____
30 amp 1 pole breakers " _____
40 amp 1 pole " " _____
50 amp 1 pole " " _____
60 amp 1 pole " " _____
20 amp 2 pole " " _____
30 amp 2 pole " " _____
40 amp 2 pole " " _____
50 amp 2 pole " " _____
60 amp 2 pole " " _____
20 amp 3 pole breakers snap on & bolt on _____
30 amp 3 pole " " " _____
40 amp 3 pole " " " _____
50 amp 3 pole " " " _____
60 amp 3 pole " " " _____

EXHIBIT "A"

BID FORM

Hidalgo County Electrical Materials and Supplies

500 mcm thhn wire	_____
#10 thhn wire stranded	_____
350 mcm thhn wire	_____
#12 thhn wire stranded and solid	_____
300 "	_____
#8 "	_____
#6 "	_____
#2 "	_____
#4 "	_____
#3 "	_____
#1 "	_____
120 volt photocells	_____
galvanize spray	_____
100 watt light bulbs	_____
2'x4' lamp lens	_____
" lamps	_____
2'x2' "	_____
1/4" plastic anchor kit	_____
8" cable ties	_____
10" cable ties	_____
12" cable ties	_____
plaster rings	_____
extension rings	_____
Weatherproof covers 1 gang	_____
Weatherproof covers 2 gang	_____
EMT 4 sq. boxes pvc	_____
EMT 4 sq. boxes cast iron	_____
240v 1 phase load center 30 circuit	_____
120v 1 phase load center 42 circuit	_____
toggle switch plates	_____
receptacle plates 1 gang	_____
" " 2 gang	_____

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID FORM

Hidalgo County Electrical Materials and Supplies Bid No. 06-118-05-31-jmt

DESCRIPTION	PRICE
NO 12/2 w/ground romex wire	_____
NO 10/2 w/ground romex wire	_____
romex connectors straight	.25 ea.
romex connectors angle	.90 ea.
NO 1/2" emt conduit	_____
3/4" emt conduit	_____
1" emt conduit	_____
1 1/4" emt conduit	_____
1 1/2" emt conduit	_____
2" emt conduit	_____
3" emt conduit	_____
4" emt conduit	_____
1/2" PVC conduit	_____
3/4" pvc conduit	_____
1" pvc conduit	_____
1 1/4" pvc conduit	_____
1 1/2" pvc conduit	_____
2" pvc conduit	_____
3" pvc conduit	_____
3 1/2" pvc conduit	_____
4" pvc conduit	_____
1/2" galvanize conduit	_____
3/4" galv. Conduit	_____
1" galv. Conduit	_____
2" galv. Conduit	_____
✓ 1 1/2" galv. Conduit	_____

EXHIBIT "B"

BID FORM

Hidalgo County Electrical Materials and Supplies Bid No. 06-118-05-31-jmt

~ EMT Connectors, straight

Size	Price
1/2"	<u>.22</u>
3/4"	<u>.36</u>
1"	<u>.69</u>
1 1/4"	<u>1.22</u>
1 1/2"	<u>1.68</u>
2"	<u>2.22</u>
3"	<u>6.13</u>
4"	<u>9.18</u>

EMT Connectors angle

1/2"	<u>NA</u>
3/4"	<u>2.07</u>
1"	<u>3.66</u>
1 1/4"	<u>3.81</u>
1 1/2"	<u>4.41</u>
2"	<u>6.49</u>
3"	<u>24.10</u>
4"	<u>38.02</u>

EMT Straps 1 hole

1/2"	<u>.06</u>
3/4"	<u>.10</u>
1"	<u>.19</u>
1 1/4"	<u>.27</u>
1 1/2"	<u>.44</u>
2"	<u>.51</u>
3"	<u>NA</u>
4"	<u>NA</u>