

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: _____

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 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).

m. **Insurance.** 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 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.

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.

APPROVED BY COMMISSIONERS COURT ON, _____.

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

By: _____

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Vendor _____
By: _____
Printed Name: _____
Title: _____

Hidalgo County
“Purchase of Modular Offices”
Bid No.:08-174-00-00-YSI

Exhibit A

GENERAL REQUIREMENTS

- I. 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 bid that does not meet the minimum requirements and/or specifications will be rejected.
- II. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish “Modular Offices” on an **“As Needed Basis”** including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
2. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.
3. All purchases will be on an **“As Needed Basis”**, there are no set quantities to be purchased.
4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.
5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.
6. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit “C”.
7. Hidalgo County reserves the right to award to one (1) or multiple vendors.
9. This contract is not limited to the user departments only. It may be used by any County department(s).
10. All bid prices for items shall take into consideration shipping/handling, delivery and set up costs.
11. All Modular Offices must be reconditioned as new or like new.

Hidalgo County
“Purchase of Modular Offices”
Bid No.:08-174-00-00-YSI

SPECIFICATIONS

Standard Container

The following size options must be available:

40' x 8'
20' x 8'
10' x 8'

All “Containers” must meet the minimum specifications listed below.

Solid Steel Portable Container
14 Gauge Steel Exterior
Solid Steel Cube
1 ¼ Maine Grade Solid Cedar Floor
6” Channel Iron Under Lay w/Powder Coating
Solid Steel Double Doors w/Up To 3 Lock Options

All “Containers” must be able to be converted into “Modular Offices” while meeting the minimum specifications listed below.

10,000 BTU A/C (for 40' x 8' model)
10,000 BTU A/C (for 20' x 8' model)
6,500 BTU A/C (for 10' x 8' model)
2 Lamp Fluorescent Luminare Lighting Fixture
3 Electrical Outlets
110 Volt Breaker Box
Vinyl Flooring (1 x 1 vinyl squares)
¼ Lauan Interior Paneling (5.2mm)
Neutral colored paint finish
Insulation Equivalent to Pink Panther R-11 3 ½” x 15”
Outside Electrical Hook-Up
(Quick Connect)

Once converted all “Modular Offices” should have the following as options:

Windows: Double Pane 44” W x 36” H
Double Pane 36” W x 36” H

Doors: these must include doors knobs and locks
Standard Metal Door
Standard Double French Doors
Standard “Store Front” Glass Door

Connections: Telephone Ready Connection
Internet Ready Connection

Price must include delivery and set-up in designated areas in Hidalgo County.

ADDITIONAL CONDITIONS AND REQUIREMENTS

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St., 4th Floor. Edinburg Texas 78539. **Telephone calls will not be accepted!** All written inquiries will be accepted via facsimile no later than, Wednesday, **Month day, 2008, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, Month day, 2008.**