

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Purchase of Medical Supplies & Equipment"
Bid No: 2017-160-08-02-YZV

SCOPE OF SERVICES:

- 1) Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"As Needed Basis Only"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542.
- 2) Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment throughout the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).
- 3) The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment).
- 4) Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.
- 5) All bids are for new equipment or merchandise unless otherwise specified.
- 6) Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

The following list of medical supplies and equipment are estimated quantity amounts to be used monthly. This list should not be understood to be an exhaustive listing of all medical supplies & equipment in which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

MEDICAL SUPPLIES		
Description of Items		Estimated Monthly Quantities
1.	Alcohol Isopropyl 70%	15
2.	Alcohol Prep Pads	5
3.	Arm Splint- No Metal	5
4.	Band-Aids	1" X 3"
		2"X3"
5.	Blood Glucose Strips	4800
6.	Butterfly Strips	Med. 1¾" x 3/8"
		Large 2¾" x ½"
7.	Colostomy Drainable Pouches Size - 2¾"	30
8.	Combine Pads	30
9.	Cotton Balls	6
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)	450
11.	Diagnostic Pen Lights	1
12.	Disposable Under pads	1500
13.	Elastic Bandage 2'	20
14.	Electrodes For Welch/Alleyn Ekg	90

MEDICAL SUPPLIES

Description of Items		Estimated Monthly Quantities
15.	Expandover Elastic Medical tape 1" X 5yds	90
16.	Foley Catheters	5
17.	Gauze Sponges- 4inch x 4inch	20
18.	Glucometers	5
19.	Hand/ Wrist Splints- No Metal	5
20.	HCG Urine Pregnancy Test Kit	90
21.	Hernia Belts	2
22.	Hydrogen Peroxide	30
23.	Insulin Syringes 28" X 1/2" Single U-100	3200
24.	Iodoform Packing Strip	1
25.	Irrigative Eye Solution	1
26.	Iv Cannulas	1
27.	Iv Fluid 0.9%Ns,D5w,Lr	1
28.	Iv Poles	1
29.	Iv Start Kits	1
30.	Iv Tubing	1
31.	Kerlix Otc 6" x 5 yrds	450
32.	KY Jelly	50
33.	Lancets	5000
34.	Latex Gloves- S/M/L/XL	180 boxes assorted sizes
35.	Latex Strips	1
36.	Lifescan Unistix	250
37.	Lindane Shampoo 1%	5
38.	Multistix 10 Sg. Dib And Read Tests	2
39.	N-95 Respirator Masks	100
40.	Nebulizer Tubing	70
41.	Non Adhesive Pads	200
42.	Non Sterile Stretch Bands	10
43.	Oxygen Mask With Tubing/Nasal Cannula	10
44.	Personal Urinal Container	5
45.	Physician's Desk Reference	LATEST EDITION YRLY
46.	Pill Crusher Pouches	300
47.	Plain Packing Strip	2
48.	Post Op Sponges	100
49.	Procedure Mask with Ear Loops	100
50.	Provolone Scrub	5
51.	Quick Ice Instant Cold	50
52.	Scalpel Sterile Stainless	10
53.	Self Adhering Gauze 12"x10"Yds	100
54.	Self-Adherent Bandage 1" X 5 Yds	100
55.	Sharps Containers	15

MEDICAL SUPPLIES

	Description of Items	Estimated Monthly Quantities
56.	Small Plastic Baggies 1 x 2	100
57.	Soft-Kling Confirming Bandage	50
58.	Soft Procedure Masks W/ Ear Loops	30
59.	Specimen Containers	150
60.	Soft Plastic Cup	2000
61.	Soufflés Plastic	1000
62.	Staple Remover Kits	10
63.	Sterile Cotton Applicator Swabs	500
64.	Sterile Eye Pads, Oval 2C" x 2E"	50
65.	Sterile H2o	10
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	5
67.	Suture Kit	1
68.	Suture Removal Kits	10
69.	Suture Sets	50
70.	Syringes With Needle 5cc Gauge 1"	100
71.	Syringes With Needles 0.37x12.7 MI 28 G ½ Needle	100
72.	Tela Pads 3" X 4" Adhesive	100
73.	Tender skin/ Transparent Tape	50 rolls
74.	Thermometer Covers	300
75.	Toe Nail Clippers Small	3
76.	Tongue Blade Depressors	200
77.	Touch Vinyl Non-Sterile Gloves	10
78.	Ultra Sound Gel	1
79.	Urine Container-24 Hour-	1
80.	Urine Dip Stick/ Multistix 10 Sg	2
81.	Welch Probe Covers	50
82.	Wound Cleaner Spray	50

REQUIREMENTS:

- 1) Bidder will provide stock bottles (upon request) when ordered.
- 2) All items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) are of emergency, therefore, item(s) must be delivered within a six (6) to eight (8) hour time frame.
- 3) The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.
- 4) The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.
Name: Business and Cell Phone Numbers:

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis".
11. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) Requesting Price Adjustment:

Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
 - Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:**
Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:**
Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:**
Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:**
The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, MONDAY, JULY 24, 2017 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than **WEDNESDAY, JULY 26, 2017 BY 5:00 P.M**

EXHIBIT "B"**BID PAGE****Hidalgo County Sheriff's Office*****"Purchase of Medical Supplies & Equipment"******Bid No: 2017-160-08-02-YZV***

Description of Items		Unit of Measurement (cs/box/ea/bottles or other)	Unit Price	Total Price
1.	Alcohol Isopropyl 70%-16 fl.oz.			
2.	Alcohol Prep Pads	50 per pk		
3.	Arm Splint- No Metal	1 per pk		
4.	Band-Aids	1" X 3"	100 per pk	
		2"X3"	100 per pk	
5.	Blood Glucose Strips	100 per pk		
6.	Butterfly Strips	Med. 1¼" x 3/8"	300 per pk	
		Large 2¾" x ½"	200 per pk	
7.	Colostomy Drainable Pouches Size - 2¾"	10 per pk		
8.	Combine Pads	20 per pk		
9.	Cotton Balls	2000 per pk		
10.	Cotton Tip Applicators 6" Non-Sterile(Individually Wrapped)	100 per pk		
11.	Diagnostic Pen Lights	1 per pack		
12.	Disposable Under pads	50 per pk		
13.	Elastic Bandage 2'	20 per pk		
14.	Electrodes For Welch/Alleyn Ekg	10 per pk		
15.	Expandover Elastic Medical tape 1" X 5yds	10 per pk		
16.	Foley Catheters	1 per pk		
17.	Gauze Sponges- 4 x 4	200 per pk		
18.	Glucometers	1 per pk		
19.	Hand/ Wrist Splints- No Metal	1 per pk		
20.	HCG Urine Pregnancy Test Kit	25 per bx		
21.	Hernia Belts	1per pk		
22.	Hydrogen Peroxide-12 fl oz			
23.	Insulin Syringes 28" X 1/2" Single U-100	100 per bx		
24.	Iodoform Packing Strip	5 yards per bottle		
25.	Irrigative Eye Solution-8 oz.			
26.	IV Cannulas -16 gauge	16 guage needles		
27.	IV Fluid 0.9%Ns,D5w,Lr	1 quart bags		
28.	IV Poles	1		
29.	IV Start Kits	Pre pack kit		
30.	IV Tubing	12 ft tubing		
31.	Kerlix Otc 6" x 5 yrds	10 per pk		
32.	KY Jelly	8 oz		
33.	Lancets	100 per bx		
34.	Latex Gloves- S/M/L/XL	100 gloves per bx		
35.	Latex Strips	1 foot		
36.	Lifescan Unistix	100 per pk		
37.	Lindane Shampoo 1% -16 oz	16 oz		
38.	Multistix 10 Sg. Dib And Read Tests	100 per pk		
39.	N-95 Respirator Masks	20 per bx		

Description of Items		Unit of Measurement (cs/box/ea/bottles or other)	Unit Price	Total Price
40.	Nebulizer Tubing	25 per pk		
41.	Non Adhesive Pads	20 per pk		
42.	Non Sterile Stretch Bands	10 yds		
43.	Oxygen Mask With Tubing/Nasal Cannula	20 per pk		
44.	Personal Urinal Container	1 quart bottle		
45.	Physician's Desk Reference			
46.	Pill Crusher Pouches	50 per bx		
47.	Plain Packing Strip	1 in. x 5 yds-		
48.	Post Op Sponges	50 per pk		
49.	Procedure Mask with Ear Loops	50 per pk		
50.	Provolone Scrub	32 oz bottle		
51.	Quick Ice Instant Cold	10 per pk		
52.	Scalpel Sterile Stainless	10 per bx		
53.	Self Adhering Gauze 12''x10''Yds	10 per bx		
54.	Self-Adherent Bandage 1" X 5 Yds	10 per bx		
55.	Sharps Containers	5.4 quart		
56.	Small Plastic Baggies 1 x 2	100 per pk		
57.	Soft-Kling Confirming Bandage- 3 x 4" 1Yds	10 per bx		
58.	Soft Procedure Masks W/ Ear Loops	50 per pk		
59.	Specimen Containers	50 per pk		
60.	Soft Plastic Cup	4 oz cup		
61.	Soufflés Plastic- ¾ oz. Plastic Cups	100 per pk		
62.	Staple Remover Kits	1 kit per pk		
63.	Sterile Cotton Applicator Swabs	100 per pk		
64.	Sterile Eye Pads, Oval 2C" x 2E"	50 per pk		
65.	Sterile H2o	24 oz bottle		
66.	Stoma adhesive Flexible Wafers-Size - 2¾"	10 per pk		
67.	Suture Kit	1 complete kit		
68.	Suture Removal Kits	1 kit per pk		
69.	Suture Sets	50 per pack		
70.	Syringes With Needle 5cc Gauge 1"	50 per pk		
71.	Syringes With Needles 0.37x12.7 MI 28 G ½ Needle	50 per pk		
72.	Tela Pads 3" X 4" Adhesive	50 per pk		
73.	Tender skin/ Transparent Tape	2 in x 10yds		
74.	Thermometer Covers	25 per pk		
75.	Toe Nail Clippers Small			
76.	Tongue Blade Depressors	100 per bx		
77.	Touch Vinyl Non-Sterile Gloves	100 gloves per bx		
78.	Ultra Sound Gel	16 oz bottle		
79.	Urine Container-24 Hour-	1gallon bottle		
80.	Urine Dip Stick/ Multistix 10 Sg	100 per pk		
81.	Welch Probe Covers	50 per pk		
82.	Wound Cleaner Spray	16 oz bottle		

MISCELLANEOUS LIST

On all other Medical Supplies not listed Hidalgo County will receive _____% off catalog list prices.

ALL APPLICABLE CATALOGS WITH LIST PRICE MUST ACCOMPANY BIDS SUMMITTED

BIDDER'S INFORMATION:

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.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

REQUIRMENTS AGREEMENT

C-17-160-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2017 by and between _____ ("Seller") and **County of Hidalgo, Texas**, a political subdivision of the State of Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including for the **“Purchase of Medical Supplies and Equipment” (on an as needed basis), (the “Product”)** as further described in Exhibit “A”, Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the “RFB”);and

WHEREAS, Seller has submitted a proposal to supply County's requirements in accordance with the specifications as bid, a copy of Request for Bids (RFB) Procurement Packet and Proposal being attached hereto as Exhibits “A” and “B” respectively, and incorporated herein for all purposes (the “Specifications”); and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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 and deliver to Buyer, all of the Products listed on Exhibit “B”, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **two (2) years** with the Buyer’s option to extend for an additional two (2) one (1) year terms 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 at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on **December 22, 2017** and expire on **December 21, 2019**, and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Product shall be delivered by Seller to the location in Hidalgo County specified by County in its Purchase Order.

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 County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

4. Seller represents that it is licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Seller shall immediately notify the County Judge of Hidalgo.

5. Seller must comply with all applicable laws and regulations of the State of Texas, and County policies. Notwithstanding the foregoing sentence, Seller represents and maintains that Seller is an independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Seller does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County.

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

7. Seller agrees to provide liability insurance covering all activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

8. **Indemnification: Seller will indemnify and hold Buyer harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Seller's or that of any person providing services hereunder through or for the Seller. Upon written notice from the Buyer, the Seller will resist and defend at its own expense, and by counsel reasonably satisfactory to Buyer, any such claim or action. The Seller will carry proper insurance with the Buyer as an additional named insured.**

9. **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.

10. **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.

11. **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.

12. **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.

13. **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 County:

Hidalgo County
Attn: County Judge Ramon Garcia
302 West University Drive
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.

14. **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.

15. **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.

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

17. **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.

18. **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

19. **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.

20. **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.

21. **Nondiscrimination:** Seller/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, 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.

22. **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 **Buyer**, or for any elected official, department head or employee or former elected official, department head or employee of **Buyer**, 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 therefore pending before any department or agency of **Buyer**.

(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 **Buyer**, or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) 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 THIS THE ____ DAY OF _____ 2017.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

SELLER:

By: _____

APPROVED AS TO FORM
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

EXHIBIT "B"

BID PAGE

EXHIBIT "C"

CERTIFICATE OF INSURANCE