

**REQUIREMENTS AGREEMENT
C-20-231(B)-10-06**

THIS AGREEMENT (the "Agreement") is entered into effective the 19th day of October 2020 by and between Keefe Group, LLC., ("Company") d/b/a Keefe Supply Company and **HIDALGO COUNTY SHERIFF'S OFFICE** ("County").

WHEREAS, County has solicited bids for the supply of required "**Commissary Supplies**" for Hidalgo Adult Detention Facility ("Jail") (on an as needed basis) (the "**Products**"), as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit "A" 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, County has determined that Seller has submitted the lowest and best bid to meet County's requirements for 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. **Term.** County agrees to purchase from Seller, and Seller agrees to sell and deliver to County, all of the Products that County may require as listed in Exhibit "B", for a period of one (1) year, and may be extended at the sole discretion of the County for an additional two (2) one (1) year term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County 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. This Contract shall commence on **October 19, 2020** and expire on **October 18, 2021** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. **Product Delivery.** When County determines that it needs a quantity of the Products 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 Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by County in its Purchase Order.

3. **Consideration.** County 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. **License.** As a condition of this Agreement, Seller shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required

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. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

q. 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.

r. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

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

County: HIDALGO COUNTY

By: Richard F. Cortez
Hon. Richard F. Cortez, County Judge

Seller: Keefe Group, LLC

By: _____
Printed Name: _____
Title: _____

ATTEST:

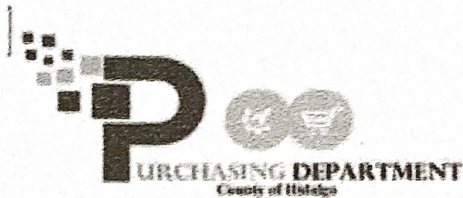
Arturo Guajardo Jr.
Hon. Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 10/6/20

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: David R. Cantu
David R. Cantu, Assistant District Attorney



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

September 13, 2021

Keefe Group, LLC
1260 Andes Blvd
Saint Louis, MO 63132
Attn: Mr. Kevin Myers
Regional Vice President

Delivered via email: Kmyers@keefegroup.com
Term: October 19, 2021 – October 18, 2022

Re: Project No. 21-123-JLC "Commissary Supplies"
Extension 1 of 2 for Contract C-20-231(B)-10-06

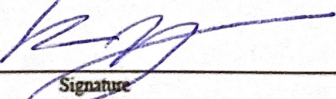
Dear Mr. Kevin Myers,

This letter is to notify you that Hidalgo County has chosen the option to exercise the first (1st) of two(2) One (1) Year Extension under the same rates, terms, and conditions with Keefe Group, LLC for the above referenced project.

To proceed, please return the following to Hidalgo County Purchasing Department via email to jireh.lcabello@co.hidalgo.tx.us no later than 12pm on Wednesday, September 15, 2021:

1. Form 1295 – filed with the Texas Ethics Commission and the Unsworn Declaration filled out
 - a. On box 3, please reference 21-123-JLC
2. Updated Certificate of Insurance – ensure Hidalgo County is listed as a Certificate Holder
3. Signed Acknowledgment of Receipt of this Notice from an authorized representative

This item will be placed on the agenda for Commissioners' Court approval on August 10, 2021. Failure to submit all items requested in a timely manner, may result in delay of award.

Kevin Myers  9/28/21
Authorized Representative Name Signature Date

Hidalgo County Purchasing Department appreciates your business. If any further assistance is required, please do not hesitate to call Purchasing Department (956) 318-2626, extension 4868.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
P.P. Jireh S. Lira Cabello
Contract Specialist I

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Keefe Group LLC
St. Louis, MO United States

Certificate Number:
2021-806633

Date Filed:
09/28/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-123-JLC
Commissary Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

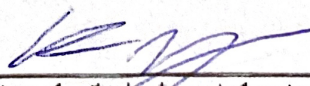
6 UNSWORN DECLARATION

My name is Kevin Myers, and my date of birth is 9/2/72.

My address is 3101 Marquis Dr Ste 200, Garland, TX, 75042, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 27 day of Sept., 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)