

FILED
AT 1:30 O'CLOCK P M
DEC 27 2019
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY PTDW DEPUTY

**REQUIREMENTS AGREEMENT
C-19-233-12-17**

THIS AGREEMENT (the "Agreement") is entered into effective the 17th day of December 2019 by and between Gulf Coast Paper Co (COMPANY NAME), ("Seller" or "Company") and **HIDALGO COUNTY** ("County" or "Buyer").

WHEREAS, Buyer has solicited bids for the supply of required "**Janitorial Supplies, Industrial Chemicals & Supplies**" for Hidalgo County on an "**As Needed Basis**" 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 Buyer'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 determined that Seller has submitted the lowest and best bid to meet Buyer'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. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional two (2) one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. 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. **This Contract shall commence on January 01, 2020 and expire on December 31, 2020**, 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. When Buyer 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 Buyer in its Purchase Order.

3. **Consideration.** 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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

4. **License.** 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

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

Buyer: HIDALGO COUNTY

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

APPROVED BY
COMMISSIONERS COURT
ON: *12/17/19 ms*

Seller: Gulf Coast Paper Co.

By: *[Signature]*
Printed Name: *Jorge Guerne*
Title: *Sales Rep*



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

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

By: *[Signature]*
Robert Vifia, III, Assistant District Attorney