



**REQUIREMENTS AGREEMENT
C-19-190A-01-28**

THIS AGREEMENT (the "Agreement") is entered into effective the **28TH** day of **January, 2020** by and between **Industrial Fabrics, Inc.**, ("Seller" or "Company") and **HIDALGO COUNTY** ("County" or "Buyer").

WHEREAS, Buyer has solicited bids for the supply of required "**Punched Drawn Biaxial Geogrid Reinforcement Material**" for Hidalgo County (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 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. **Term.** Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require in the area of **HIDALGO COUNTY** for a period of two (2) years, with the option to renew for an additional one (1) year term, and the remainder of this Agreement shall be under the same rates, terms and conditions, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer 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 **February 01, 2020** and expire on **January 31, 2022** 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 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.

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.

Buyer: HIDALGO COUNTY

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

Seller: INDUSTRIAL FABRICS, INC.

By: James Mitchell
James Mitchell, Chief Financial Officer (CFO)



Armando Guajardo, Jr.
Hon. Armando Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 1/28/20 JRS

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

Robert Viña, III
Robert Viña, III, Assistant District Attorney