

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

THIS AGREEMENT (the "Agreement") is entered into effective the 18th day of October 2020 by and between R & R Distributing, ("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 20, 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

by any authority, including the State of Texas, during the term hereof to provide the Services. Seller further represents that it is qualified to perform and execute the services described above. If such license is suspended or revoked, this Contract shall automatically be terminated and Seller shall immediately notify County.

5. **Equipment:** Seller shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Seller to perform the Services shall contain all equipment required by any authority to operate on streets and roads. All persons in the employ of Seller who operate trucks, vehicles or other equipment to perform Services shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks, vehicles or other equipment in providing the Services.

6. **Independent Contractor.** 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, including but not limited to benefits associated with Hidalgo County's Civil Service Program. Seller agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Seller will incur no financial obligation on behalf of the County without prior written approval of the County. Seller will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

7. **Termination.** County may terminate this agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

8. **Indemnification:** Seller will indemnify and hold County 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 County, the Seller will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Seller will carry proper insurance with the County as an additional named insured.

9. **General Provisions.**

a. **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

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: R&R Distributing

By: _____
Printed Name: _____

ATTEST:

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



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

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

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