

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Daniela E. Garza
E-signed 2023-12-18 11:00AM CST
daniela.garza@co.hidalgo.tx.us

REQUIREMENTS AGREEMENT
C-23-0319B-12-12

THIS AGREEMENT (the "Agreement") is made and entered into this 12TH day of December 2023, by and between Hidalgo County Sheriff Office by and through the Hidalgo County Commissioners Court (the "County"), and Bob Barker Company ("Company").

WHEREAS, County requested responses to notices for Request for (Bids) RFB for the supply of required "Commissary Supplies" for County (on an as needed basis) (the "Products"). A copy of the procurement packet, including applicable specifications, is attached hereto as Exhibit "A" (the "Procurement Packet"), and is incorporated herein for all purposes;

WHEREAS, Company submitted a response to supply County's requirements in accordance with the specifications as bid. A copy of Company's response to the Procurement Packet attached hereto as Exhibit "B" (the "Response"), and incorporated herein for all purposes; and

WHEREAS, County has determined that Company has submitted the lowest and best bid to meet County's requirements for the Products, as herein described.

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to provide the Products in accordance with the Procurement Packet, the Commissioners Court of County awards this contract to Company.

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. County and Company hereby agree that this Contract is entered into in order to provide the Product to County on an as needed basis. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, County agrees to purchase from Company, and Company agrees to sell and deliver to County, all of the Products in accordance with specifications and terms contained in Exhibit "A" Procurement Packet and as listed in Exhibit "B" Company's Response that County may require for use by County in Hidalgo County projects. 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 Company a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Company to the location in Hidalgo County

specified by County in its Purchase Order. The Company will not begin to work or incur costs until authorized in writing by the County with the release of an authorized Purchase Order or other appropriate written authorization by the County or its designated agent. Company agrees in producing/delivering the Products, goods and/or services to use professional standards, comply with any and all appropriate laws and regulations and to devote such time as is necessary to safely and efficiently provide the same. County reserves the right to evaluate any products, goods and/or services provided by the Company and to reject the same if not in compliance with the specifications as provided in Exhibits "A" and "B". If the County finds it necessary to require changes in products, goods and/or work provided because of errors made by the Company, the County shall require the Company to correct the work at no cost to the County and without amendment to the Agreement. Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of One (1) year(s), commencing on December 19, 2023 and expiring on December 18, 2024, unless sooner terminated. The term of this agreement may be extended at the County's sole discretion for two (2) additional one (1) year term(s) 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 for the unforeseen delay in award of new bid for the next contract term.

4. **Consideration.** County agrees to pay Company for each Purchase Order based on the prices set out in Exhibit "B". Company 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.

5. **License/Certifications.** As a condition of this Agreement, Company 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. Company further represents that it is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify County. Company shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

6. **Equipment.** If applicable, Company 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 Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads. All persons in the employ of Company 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.

7. **Independent Contractor.** The Company must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders, or ordinances

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON December 12, 2023

Agenda Item No. 93380

Executive Office: MS

VENDOR:

Bob Barker Company

COUNTY:

COUNTY OF HIDALGO, Texas

Ryan McNeill

Ryan McNeill, Contract Specialist

Richard F Cortez

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:



Michelle Lopez

Michelle Lopez (Dec 13, 2023 14:16 CST)

Michelle Lopez, ADA

Arturo Guajardo Jr.

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

- A. REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET
- B. RESPONSE
- C. CERTIFICATE OF INSURANCE

SUPPLEMENTAL SIGNATURES:

(If Applicable)