

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this 5th day of September, 2012, by and between FasClampitt Paper Store, a corporation organized and existing under the laws of the State of Texas, hereinafter called "Contractor" and NUECES COUNTY, Texas, hereinafter called "County".

Whereas, County put out for bid project no. IFB 2909-12, herein "IFB", for copy paper, computer paper, NCR paper and envelopes;

Now therefore, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE I THE CONTRACT PRICE

Contractor will furnish paper and envelope products as described in IFB at the prices quoted on their response to IFB, herein "Bid" throughout the contract period. Second year bid prices must be confirmed not later than thirty (30) days prior to contract anniversary date.

Where a bid is awarded with escalation/de-escalation pricing, the Contractor is required to give a thirty (30) day written notice before price increases. Requested increase must be a factor beyond the control of the Contractor and proof of increase must be documented and forwarded to Nueces County Purchasing Department, c/o Elsa N. Saenz, Purchasing Agent, 1st Fl, Rm 106, Corpus Christi, TX 78401. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

ARTICLE II CONTRACT TIME

The duration of the contract: twelve (12) months; and may be renewed for an additional twelve (12) month period, by mutual agreement of the parties. Contract may be terminated by either party upon thirty (30) days written notice to other party.

ARTICLE III CONTRACT

The Executed Contract Documents shall consist of the following:

1. This Agreement
2. Addenda, required if issued
3. Specifications
4. Signed Copy of Bid
5. Instructions to Bidders
6. General Requirements
7. Advertisement for Bids

THIS AGREEMENT, together with the other documents enumerated in ARTICLE III, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract. In case of conflicts with any provision of any other component part, the provision of the component part first enumerated in the ARTICLE III shall govern, except as otherwise specifically stated.

**ARTICLE IV
GOVERNING LAW AND VENUE**

The governing law shall be the laws of the State of Texas. Venue is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas.

**ARTICLE V
CONTRIBUTIONS**

It is expressly understood by County and Contractor, that from the date of award of contractor bid to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and or campaign or political contribution regardless of amount from contractor or principal owners of said contractor. County official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political, campaign, or personal contributions to candidates for county and precinct office from the date of award of contractor bid to one year after termination or expiration of contract term. It is also prohibited for contractor to contribute to employee associations or for the benefit of groups of employees.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) original copies on the day and year first above written.

COUNTY
Nueces County
By: _____
Samuel Loyd Neal, Jr.
Title: County Judge

CONTRACTOR
Travis Clamphart
By: _____
Title: Area Rep

ATTEST

By: _____
Diana Barrera
Title: Nueces County Clerk

David HANNAH
By: David Hannah
Title: MANAGER