

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this ____ day of _____, 2014, by and between WESTERN BRW PAPER, 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 2965-14, 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 those awarded paper and envelope products set out in Exhibit "A" Bid Tab Summary, herein attached and incorporated and as described in IFB at the prices quoted on their signed copy of Bid Response Form, herein "Bid" throughout the contract period. Second year unit bid prices must be confirmed not later than ninety (90) days prior to contract anniversary date.

Where a bid is awarded with escalation/de-escalation pricing, unit prices for renewal period(s) may be re-determined only at the beginning of each renewal period. Price escalation will be considered by the Purchasing Agent when the Contractor can show substantiated need for an increase. The Contractor will be required to furnish a certified statement or affidavit which states that the requested increase represents escalated costs for specific items. Contractor shall submit evidence from the suppliers which details the cost increase along with the specific item number, pricing changes, and the effective date for the change. Purchasing Agent may request additional information to verify the price change. Contractor shall forward all documentation to Nueces County Purchasing Department, c/o Elsa N. Saenz, Purchasing Agent, Room 106, Nueces County Courthouse, 901 Leopard Street, Corpus Christi, Texas 78401.

The Purchasing Agent reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner which serves the best interest of the County.

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 Response Form
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

WESTERN BRW PAPER
By: RICHARD FRANCO 

Title: GOVERNMENT ACCOUNTS MANAGER

ATTEST

By: _____

Diana Barrera

Title: Nueces County Clerk

Western BRW Paper
By: Jany Clark

Title: Purchasing