

TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:** No public official shall have an interest in this contract, in accordance with Texas Local Government Code Chapter 171.
 2. **ETHICS:** The bidder shall not offer enticements of any nature to any official, agent, or employee of Randall County.
 3. **FUNDING:** Funds for payment have been provided through the Randall County budget approved by the Commissioners Court for this fiscal year only. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Randall County fiscal year shall be subject to budget approval.
 4. **LATE BIDS:** Bids must be received by the Purchasing Department before the hour and date specified. Bids received after that time will be disqualified and returned to the sender. Randall County is not responsible for tardiness or non-delivery of documents by mail or courier. **All NO BIDS shall be marked as such and timely returned. Failure to do so will result in deletion from the Vendor list.**
 5. **DELIVERY:** All delivery and freight charges (F.O.B. Randall County designated location) are to be included in the bid price.
 6. **BID AWARD:** Bids may be awarded on the lump sum or unit basis, whichever is in the best interest of Randall County. Bids that are by unit price must be extended and the total shown. In case of errors in extension, unit prices will be taken.
 7. Pursuant to Texas Local Government Code section 262.0276, the Randall County Commissioners Court has adopted a policy which requires vendors' taxes to be current as of the date bids or proposals are due. Bidders with delinquent taxes on the due date are ineligible for award.
 8. Any clarification or questions concerning bids should be directed to the County Purchasing Department prior to bid opening.
 9. **MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS:** A bidder must affirmatively demonstrate the bidder's responsibility by meeting the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the proposed delivery schedule;
 - c. have a satisfactory record of performance, and;
 - d. have a satisfactory record of integrity and ethics.
- Randall County may request information sufficient to determine bidder's ability to meet the minimum standards listed above.
10. The bidder shall provide with its bid all documentation required by the invitation to bid. Failure to comply may result in bid rejection. Bids must be signed by an authorized representative and show the full name and address of the bidder.
 11. **ADDENDA:** Any alteration to, or interpretation of, the invitation to bid will be made by the Randall County Purchasing Department in the form of an addendum. Addenda will be sent by fax to all who are known to have received a bid invitation. Bidders shall acknowledge receipt of such addenda within 24 hours. For verification, addenda must be signed by the vendor and faxed back to the Purchasing Department at (806) 468-5534.
 12. **ALTERING BIDS:** Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or its agent
 13. **WITHDRAWAL OF BID:** A bid may not be withdrawn or cancelled by the bidder without the permission of the County for a period of 90 days following the deadline for receiving bids. By submitting a bid, bidder agrees to leave its bid open for 90 days. The Commissioners Court reserves the right to reject any or all bids.
 14. **SALES TAX:** Randall County is exempt from Federal Excise Tax and State Sales Tax. A certification for this exemption is available upon request. Accordingly, tax should not be included a bid price or invoice.
 15. **CONTRACT:** A contract may be awarded to the most responsible, low bidder that demonstrates the necessary knowledge, ability, skills, and resources to perform the work outlined in the specifications. This bid, when accepted by the Randall County Commissioners Court, shall constitute a contract between the successful bidder and Randall

County. The contract shall be governed by these Terms and Conditions and the bid shall be incorporated by reference. No different or additional terms will become a part of this contract with the exception of change orders.

16. **CHANGE ORDERS:** No oral statement shall modify or otherwise change or affect the terms, conditions, or specifications stated in the contract resulting from this invitation to bid. All change orders to the contract will be made in writing by the Randall County Purchasing Department
17. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, the bidder agrees to extend the benefits of such reduction to Randall County.
18. **ASSIGNMENT:** The successful bidder may not sell, assign, transfer or convey the resulting contract, in whole or in part, without the prior written consent of Randall County.
19. **TERM OF CONTRACT:** The contract arising from the invitation to bid shall remain in effect until it is fulfilled by the delivery and acceptance of the products and the performance of the services specified in the invitation to bid.
20. **TERMINATION FOR DEFAULT:** In the event of a breach or default by the bidder, Randall County reserves the right to enforce the performance of this contract in any manner authorized by law or deemed in the best interest of the County. Randall County reserves the right to terminate the contract immediately in the event the bidder:
 - a. fails to meet schedules;
 - b. defaults in the payment of any fees, or;
 - c. otherwise fails to perform in accordance with these specifications;

Breach of Contract or default authorizes Randall County to exercise any or all of the following rights:

- a. take possession of the assigned premises and any fees accrued or becoming due to date;
- b. take possession of all goods, fixtures, and materials of the bidder and foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due, and;
- c. award the contract to the next lowest and best bidder as deemed in the best interest of the County.

In the event the successful bidder fails to perform, keep, or observe any of the terms and conditions herein, Randall County shall give the bidder written notice of such default. If the default is not cured within two working days of receipt of such notice, default will be declared and the bidder's rights shall terminate.

21. **NOTICES:** All notices to be given to the bidder by Randall County shall be deemed given on the day after such notice has been deposited in the United States mail in Randall County, Texas by Registered or Certified Mail, with sufficient postage affixed, addressed to the bidder at the address provided by the bidder. This provision shall not prevent the issuance of actual notice in any other manner.
22. **DESCRIPTIONS:** Any catalog, brand name, or manufacturer reference used in the bid request is descriptive not restrictive. It is intended to indicate the type and quality desired. Bids on brands of like nature and quality will be considered.
23. **EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered. Bidders excepting to the specifications or offering substitutions shall state the exceptions in the section provided in the invitation or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has taken no exception and the bidder agrees to perform in strict compliance with the invitation. Randall County reserves the right to accept any, all, or none of the exceptions or substitutions.
24. **SAMPLES:** When requested, samples shall be furnished at no cost to Randall County. After notification to the bidder, such samples must be retrieved from the County within two weeks. Samples not retrieved timely shall be deemed donated to the County.
25. **ITEMS/WARRANTY:** All items must be new and in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest manufacturing standards. Items supplied under this contract are subject to the County's approval. The bidder warrants that all items and services conform to the specifications in the invitation to bid. The bidder further agrees that none of the warranties stated in the Texas Business and Commerce Code may be waived and that the items supplied under this contract shall be free from all defects in material, workmanship, and title. Any items found defective or not meeting specifications shall promptly be and replaced by the successful bidder at no expense to the County. If a defective or non-conforming item is not retrieved by the bidder within one week after notification of its status as defective or non-conforming, the item will be deemed donated to the County. This will not relieve the bidder of its responsibility to provide a properly functioning replacement that conforms with the bid specifications.

26. **REMEDIES:** The successful bidder and Randall County agree that both parties have all rights, duties, and remedies available as stated in the Texas Business and Commerce Code.
27. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas and is performable in Randall County, Texas.
28. **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Randall County from claims involving infringement of patents and/or copyrights and will indemnify Randall County for such claims.
29. **PURCHASE ORDERS:** A purchase order shall be generated by Randall County to the successful bidder. The number from this purchase order must appear on all invoices.
30. **INVOICE:** The successful bidder shall submit an invoice showing the bidder's name and address, the name and address of the bidder's receiving department or delivery location, the purchase order number, and a description of the items delivered.
31. **PAYMENT:** Payment will be made within 30 days upon acceptance of merchandise and satisfactory operation of equipment, or performance of services, in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.
32. **THE SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless Randall County and its officials, agents, and employees from all claims of any nature brought on account of any injuries or damages received during the performance of any contract resulting from the award of this bid. Bidder shall pay any judgment, including costs, which may be obtained against the County arising from such claim.
33. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detailed description of, or the apparent omission of, an item shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on that basis.
34. **INSURANCE:** In bids involving service, the successful bidder shall at his own expense, before commencing work, or not later than 10 days following notification of award, provide the Randall County Purchasing Department with certified copies of all insurance policies showing coverage in force throughout the term of the contract in the following amounts:
 - a. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, with a \$1,000,000 products/completed operations aggregate. Coverage must be written on an occurrence form. If coverage is written on a claims made basis, a retro date no later than the inception date of the contract (or prior thereto), must be applicable during the term of contract and for at least two years after termination of the contract. Contractual liability coverage must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two times the per occurrence limit. A per project aggregate endorsement must also be included.
 - b. Workers Compensation insurance at statutory limits.
 - c. Commercial Automobile Liability insurance with minimum limits of \$100,000/\$300,000/\$100,000 per occurrence or \$500,000 combined single limits for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess, or umbrella insurance, provided the primary policy meets the above requirements and the excess umbrella is following form. Each policy shall include, by endorsement to the policy, a statement that notice of cancellation, or of a material change in coverage, shall be given to Randall County by certified mail 60 days prior to the event.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, with limits of \$1,000,000 per occurrence, combined single limit, and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

**THESE ARE GENERAL TERMS AND MAY BE SUPERSEDED BY
MORE DETAILED SPECIFICATION**