

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. BIDDING

A. Bids

All bids must be submitted on the bid form furnished in this package.

B. Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. Late Bids

Bids must be in the County Auditor's Office before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive.

D. Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the County Auditor's Office. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Burleson County reserves the right to withdraw a request for bids before the opening date.

E. Withdrawal of Bids after Bid Opening

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. Bid Amounts

Bids shall show net prices, extensions where applicable, and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Burleson County.

G. Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. **As a matter of practice, Burleson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Burleson County.**

H. Alternates

The Invitation for Bid and/or specifications may expressly allow the bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

J. Bid Alterations

Bids cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

K. Tax Exempt Status

Burleson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

M. Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Burleson County reserves the right to be the sole judge as to whether items bid will serve the purpose(s) intended. Burleson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Burleson County reserves the right to award based upon individual line items, sections, or total bid.

N. Silence of Specifications for Complete Units

All materials, equipment, and/or parts that will become a portion of the completed work, including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

O. Addenda

Any interpretations, corrections, or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Vendors shall acknowledge receipt of all addenda with submission of bid.

P. General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

Q. General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

R. Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications, and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

S. Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance, have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

T. Proprietary Data

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contains proprietary information, including manufacturing and/or design processes exclusive to the vendor. Burleson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

U. Public Bid Opening

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid awards, all bids submitted are available for public review.

2. PERFORMANCE

A. Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. Delivery Location

All deliveries will be made during working hours to the address(es) specified on the purchase order.

D. Delivery Schedule

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

E. Delivery Charges

All delivery and freight charges, F.O.B. destination shown on Burleson County purchase order, as necessary to perform contract are to be included in the bid price.

F. Installation Charges

All charges for assembly, installation, and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation, and set-up will be required.

H. Storage

Bidder agrees to provide storage of custom-ordered materials, if requested, for up to thirty (30) calendar days.

I. Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county, and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Burleson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

K. Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringement(s) of patents and/or copyrights.

L. Samples, Demonstrations and Testing

At Burleson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations, and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations, and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

M. Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Burleson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Burleson County Auditor's Office, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

3. PURCHASE ORDERS AND PAYMENT

A. Purchase Orders

A purchase order(s) shall be generated by the authorizing Burleson County official to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

B. Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by vendor and the County Auditor's Office. All invoices shall be mailed to the Burleson County Treasurer's Office, 100 W. Buck St. Suite 404, Caldwell, Texas 77836.

C. Funding

Burleson County is operated and funded on an **October 1 to September 30** accounting basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT

A. Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Burleson County, shall constitute a contract equally binding between the successful bidder and Burleson County.

B. Contract Agreement

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on the date of award and continue for a period of one (1) year with an option for renewal for an additional one (1) year.

C. Change Order

No different or additional terms will become part of this contract, with the exception of a change order. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Burleson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

D. Price Adjustments

Due to the current volatility in world markets for fuel and many products and supplies, Burleson County recognizes the difficulty and risk in making long-term price commitments. In the spirit of encouraging the most competitive bids, the County shall, on a temporary basis, permit up to two (2) total requests per vendor for price adjustment(s) during the effective dates of the bid. Requests for price adjustment(s) must be the direct result of changes beyond the bidder's control or reasonable ability to predict and must be substantiated with verifiable documentation provided with the request, such as a sector index or industry publication.

Requests for price adjustments to multiple items included in the original bid may be submitted simultaneously as a single request. The requested increase or decrease for each bid item must correlate on a 1:1 dollar basis (not a percentage) to the increase or decrease in the supplier's established price for such product occurring after the date of this bid opening and up to the date of delivery. Each request for price adjustment(s) shall be submitted by letter addressed to Jimmy Mynar, County Auditor, 100 West Buck Street Suite 407, Caldwell, TX 77836, including the original bid price, the proposed change and effective date, and supporting documentation. The County reserves the right to review and vote upon whether or not to approve each request, collectively or by individual item.

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Burleson County reserves the right to include transportation costs/fuel charges in conjunction with unit prices shown in determining the lowest and best bid for a particular job site. This may result in more than one supplier being "Low Bidder," depending on the locations of job sites. Burleson County reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the County.

E. Termination for Default

Burleson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Burleson County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere, and charge the full increase in cost and handling to the defaulting party.

F. Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify, and hold harmless Burleson County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Burleson County growing out of such injury or damages.

H. Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas local government code.

I. Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

J. Uniform Commercial Code

The successful vendor and Burleson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

K. Venue

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Burleson, Texas.

L. Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of Burleson County.

M. Silence of Specifications

The apparent silence of these specifications as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Burleson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Burleson County. We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____	For clarification of this offer, contact:	
Company Name	_____	
_____	Name	
Address	_____	
_____	Phone	Fax
City State Zip	_____	
Signature of Person Authorized to Sign	E-mail	
_____	_____	
Printed Name	_____	
_____	_____	
Title	_____	

ACCEPTANCE OF OFFER:

The Offer is hereby accepted for the following items: the purchase of AS ATTACHED. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Burleson County.

This contract shall henceforth be referred to as Contract No. 2024-07. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the authorizing Burleson County official.

Countersigned:

_____	_____
County Judge Keith Schroeder	Date