

**STANDARD TERMS AND CONDITIONS
FOR RFPs
POLK COUNTY, TEXAS**

PLEASE READ CAREFULLY

Standard Terms and Conditions apply to all advertised Request for Proposals; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS AND/OR INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

All Proposals shall be binding upon the respondent if accepted by the County within sixty (60) days of the Proposal opening Proposals are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. **By returning this Proposal with price(s) quoted, Contractors certify and agree to the following:**

PROPOSAL REQUIREMENTS: Offeror must comply with all statutes, rules, regulations and policies relating to purchasing at Polk County in addition to the requirements of this form. The signed cover sheet and the Proposal response form and any additional required forms or information, must be received by the Polk County Purchasing / Procurement Department on or before the hour and date specified. Late and/or unsigned Proposals will not be considered under any circumstances. Polk County will not be responsible for late deliveries or mail delays. The time and date received will be recorded in Polk County Purchasing / Procurement Office, which will be the official authority determining late proposals. Fax copies or electronic submittals will not be accepted.

PROPOSAL CERTIFICATION: The Offeror agrees that submission of a signed Proposal is certification that the Offeror will accept an award made to it as a result of the submission.

PROPOSAL AFFIRMATION: Signing this Proposal with a false statement is a material breach and shall void the submitted Proposal or any resulting contract(s), and the Offeror shall be removed from all Proposal lists. By signature, the Offeror certifies that the Offeror has not:

- (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Polk County Elected Official or employee in connection with the submitted Proposal;
- (ii) received compensation for participation in the preparation of this Invitation for Proposals or its specifications; and,
- (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this invitation for Proposals.

ACKNOWLEDGEMENT OF AMENDMENTS: Offeror shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Proposal, by identifying the amendment number and date in the space provided for this purpose. The acknowledgment must be received by Polk County by the time and at the place specified for receipt of Proposals.

ADDITIONAL INFORMATION: Proposers are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal written amendment to the solicitation document.

PROPOSAL WITHDRAWAL: after opening, Offers will not be allowed to withdraw their proposal unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approval by Polk County. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the proposal. Such request shall be received by Polk County within 10 days after opening. If permitted to withdraw the proposal, the Offeror shall not supply any material or service or perform any subcontract or other work in connection with the resulting contract. Prior to opening, Offeror may withdraw simply by making a written request to Polk County; no explanation is required.

AWARD: Polk County reserves the right to award this contract on the basis of LOWEST AND BEST PROPOSAL in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Proposals. In the event the lowest dollar offer meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear. In determining responsible Offeror the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in Proposal award.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: An Offeror must affirmatively demonstrate their responsibility. An offeror must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

SELECTION CRITERIA

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best, evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as specified below:

A. Cost (25 pts):

- 1) Initial project cost
- 2) Expansion cost to reach total capacity
- 3) Recurring costs

B. Responsiveness (25 pts):

- 1) Completeness of bid response to requests for information, pricing, references, etc...
- 2) Suitability of response to advertised specifications
- 3) Demonstrated understanding of requirements

C. Vendor Qualifications (25 pts):

- 1) Experience with similar projects similar in scope
- 2) Prior experience with the County
- 3) Years in business providing the requested service type.
- 4) Favorable references from clients on projects similar in size and scope.

D. Delivery (25 pts):

- 1) Historical evidence on time delivery
- 2) Evidence of sufficient personnel to complete work in a timely manner

TIE PROPOSALS: Award will be made by drawing of lots. Consistent and continued tie proposals could cause rejection of Proposals by Polk County and/or investigation for antitrust violations.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Polk County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Polk County to enforce any provision at any time in accordance with its terms.

PAYMENT: Vendor shall send an original copy of invoices. Payment shall be made by Polk County in thirty (30) days from the day the invoice was received in the County Auditor's Office. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Polk County. Acceptance by Vendor of final payment shall be deemed a release of Polk County for all claims and liabilities of Polk County to Vendor. No payment, however, final or otherwise, shall operate to release Vendor from any obligation arising under the Order.

SALES TAX: Polk County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Polk County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Polk County Auditor.

ORAL STATEMENTS: Polk County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Polk County Purchasing Department.

INDEMNITY: Vendor shall indemnify and hold Polk County, its officers and employees harmless from all claims involving infringement of patents or copyrights.

REMEDIES: If Vendor breaches any term of a contract, Polk County shall have all the rights available in law and equity, including the right to rescind or cancel this contract. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Polk County, Vendor's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Polk County may treat such act as a breach hereof. Polk County may assign or delegate all or any part of its right and duties hereunder.

APPLICABLE LAWS: Vendor must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Vendor breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Polk County. The goods may be returned or held for the account of Vendor, all at Vendor's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Polk County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

AUTHORIZED PERSONNEL: County employees, other than those designated by the Commissioners Court are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Polk County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent of this Request for Proposal will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the Proposal. The absence of such a list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications. Polk County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Polk County reserves the right to accept or reject all or any part of any Proposal and make award that best serves the interests of Polk County.