

**STANDARD PURCHASE TERMS AND CONDITIONS  
ROAD AND BRIDGE DEPARTMENT  
BRAZOS COUNTY, TEXAS**

Seller and Buyer agree as follows:

1. **ACCEPTANCE OF BIDS:** Brazos County reserves the right to accept or reject all or part of the submitted bid and to waive formalities. The County also reserves the right to accept in full or in part the bid considered to be the lowest priced "responsible bidder" or the bid deemed most advantageous to the County.
2. **ADDENDA TO BIDS:** In the event a change is needed in the specifications previously sent to the bidder, it is understood that all listed terms and conditions shall apply to the addendum or addenda.
3. **ALL - OR - NONE BIDS:** All - or - none bids will ONLY be considered when the bidder supplies a quotation for ALL items requested in the bid.
4. **ALTERATION OF BIDS:** Bids cannot be altered after the bid has been delivered to the Brazos County Auditor's Office. However, the bidder can make a formal request to the Commissioners Court to have the bid as submitted withdrawn in its entirety prior to the award.
5. **AUTHORIZED SIGNATURES:** Bids as submitted by bidder must include the full legal name of the firm, correct mailing address, telephone number, and employer identification number, and be manually signed by a representative authorized to submit firm price quotations for the bidding firm. The firm name and authorized signature shall appear in each space provided on bid document.
6. **BID RETURNS:** All bids must be submitted using the attached forms, and returned in the enclosed yellow bid return envelope enclosed with bid documents, in order to ensure proper recognition and processing upon arrival in the Brazos County Auditor's Office. Bids submitted by telephone, telegraph, facsimile transmission or other method of rapid dispatch, on magnetic media or as a data transfer via modem WILL NOT BE ACCEPTED. Bids submitted to any person or department other than the Brazos County Auditor's Office will not be accepted.
7. **CASH DISCOUNTS:** Bidders may submit quotations giving cash discount terms. All prices will be assumed to be net, unless bidder specifically indicates otherwise. Any other discounts or other terms to lower the price spoken of or implied to any representative of Brazos County will be disregarded. Prices presented in writing as a part of the formal bid are the only prices considered valid.
8. **CONDITIONS OF DELIVERY:** Unless otherwise specified, all items ordered from the successful bidder must be received new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
9. **DELIVERY LOCATION:** The successful bidder will make all deliveries to the location(s) specified in the bid document. The successful vendor will notify Brazos County, at the delivery address, twenty-four (24) hours in advance of delivery. Deliveries will be accepted ONLY during the County's normal working hours on normal working days.
10. **DELIVERY SCHEDULES:** Bidders must submit delivery schedules and conditions as an integral part of the bid, specifying the number of consecutive calendar days required to deliver specific commodities under normal conditions. Delivery times will be evaluated for practicality during the awarding of contracts. Failure to include delivery schedules will be considered cause to disregard entire bid. Deliveries inconsistent with stated schedules will be considered cause to cancel contract or award, and bar the bidder from submitting quotations in the future.
11. **ERRORS IN QUANTITY:** Bids must be submitted using the quantities and units of measure specified by the bid documents. Extension errors in stated prices will be disregarded, and during evaluation the individual unit cost will predominate. Bidders are welcome to suggest changes in quantity, provided better prices or delivery conditions are secured by the County Purchasing Agent. Suggestions will be considered a valid part of the bid, provided the bidder has also supplied a quotation in the designated quantities and units.
12. **FIRM PRICES:** Bid prices as submitted to the Brazos County Auditor's Office must be firm for a period of thirty (30) consecutive calendar days from the date the bid is opened, unless otherwise requested or unless exceptions are taken in writing by the bidder. Unit and extension prices must be provided using the format furnished in the bid document.
13. **F. O. B.:** All bids must be quoted F. O. B. destination in Brazos County. The County will not accept "COLLECT" shipments. Contracts awarded wherein repeat shipments to the County via common carrier are necessary may result in an increased price of the commodity so shipped, but only by the amount that shipping charges for the shipment in question have increased.
14. **LATE BID SUBMISSIONS:** Bids must be received in the Brazos County Auditor's Office, Brazos County Courthouse, 300 East 26th Street, Suite 314, Bryan, Texas, 77803, prior to the date and time stipulated in the bid document. Bids received after expressed date and time will be returned unopened to the bidder.
15. **LIABILITY:** The Supplier shall be liable for all damages incurred while in performance of services pursuant to bid.
16. **LUMP-SUM BIDS:** Lump-sum prices will be considered if unit and extension prices are provided using the format furnished in the bid document, for all commodities defined by the bid. The total of the quoted unit prices and the lump sum need not be the same. A lump sum bid which stipulates consolidation of bids, commodities or other criteria as conditions of receiving the stated lump sum will be disregarded in their entirety.
17. **NO BIDS:** If the recipient of this document is unable to submit a bid, the enclosed bid documents should be clearly marked NO BID and be returned to the Brazos County Auditor's Office before the expressed opening date and time, in the yellow bid return envelope. To ensure the bidder is included on future bids, the bidder should if applicable describe or qualify the conditions of future participation.
18. **PATENT OR FRANCHISE INDEMNITY:** Upon acceptance of a purchase order for any commodity purchased by Brazos County, the Supplier agrees to protect the County from any claim involving patent right infringement, copyright infringement, or sales franchise disputes.
19. **PAYMENT OF INVOICES:** The successful bidder should submit itemized invoices with clearly marked remittance copies to the following address: Mr. Richard Vance, Engineer, Brazos County Road and Bridge Department, 2617 Highway 21 West, Bryan, Texas 77803. Statements of account will not be sufficient to warrant payment. Unless other arrangements have been made, all invoices to be paid in full within 30 days after satisfactory delivery of commodity and receipt of invoice at the listed address. Checks will be made payable to the successful bidder ONLY, and shall not include sub-contractors, assignees, or any other party.
20. **PERMITS:** Prior to commencing work on any project where on-site delivery of materials, equipment or personnel is required, the successful bidder will obtain for the company and all subcontractors, a Brazos County permit by providing A) a list of all vehicles to be used on said project, B) copies of current registration for each vehicle to the Brazos County Traffic Department, Constable Winfred Pittman, Precinct 7, 206 North Washington, Bryan, Texas 77803. **NO VEHICLE SHALL TRAVEL ON BRAZOS COUNTY ROADS EXCEEDING ITS LEGAL GROSS WEIGHT.**
21. **TAXES:** As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such items must not be included in bid prices. Tax exemption certificates can be obtained upon request by contacting the Brazos County Purchasing Dept, 300 East 26th Street, Suite 214, Bryan, Texas 77803.
22. Vendor warrants, promises, and represents that all components, systems and services that are provided as a result of entering into this contract, whether specifically required by the contract or not, shall be Year 2000 compliant. "Year 2000 compliant" shall mean that all components, systems and services shall operate accurately and in the manner intended as they relate to date related operations when given a valid date containing century, year, month and day.
23. **POTENTIAL CONFLICTS OF INTEREST:** An outside consultant or contractor is prohibited from submitting a bid for services on a Brazos County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliated, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Brazos County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250.00 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.