

Tarrant County General Terms and Conditions

1. No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee.
2. Tarrant County is exempt from Federal Excise and State Sales Tax and these taxes must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax. The County shall furnish tax exemption certificate, if required.
3. All documents relating to the solicitation (IFB, RFP, RFQ, etc.), including but not limited to, the solicitation document, questions and responses, addenda and special notices will be posted under the solicitation number in Tarrant County's eProcurement system. It is the Bidder's or Respondent's sole responsibility to review this site and retrieve all related documents up to the solicitation due date.
4. All solicitations shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids or responses which call for payment before thirty (30) days from receipt of invoice, that incorporate cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified. The County shall have the right to inspect the goods at delivery before accepting them.
5. Invoices must be sent directly to the Tarrant County Auditor's Office. Physical invoices must be sent to:
TARRANT COUNTY AUDITORS OFFICE
ATTN ACCOUNTS PAYABLE
100 E WEATHERFORD ROOM 506
FT WORTH TX 76196

Emailed invoices must be sent to sap-invoices@tarrantcountytexas.gov.

6. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Tarrant County purchase order number in order to be processed. No payments shall be made on invoices not itemized or those invoices which do not list a purchase order number.
7. Continuing specification-related vendor non-performance will be a basis for the termination of the contract by Tarrant County. Tarrant County will not pay for work, equipment, or supplies which are unsatisfactory. The Vendor may be given an opportunity to correct the deficiencies before termination. This, however, does not negate the basis for termination for non-performance.
8. The contract may be terminated by either party upon written thirty (30) day notice prior to cancellation. Tarrant County shall have the right to cancel for default of all or any part of the undelivered portion of this order if the seller breaches any of the terms hereof including warranties of the seller or if the seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the County may have in law or equity.
9. Bids or proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County. Bids or responses may be rejected, among other reasons, for inconsistencies or unbalanced value of any items.
10. Bids or proposals may be disqualified for any of the following specific reasons:
 - a. Reason for believing collusion exists among the Bidders or Respondents.
 - b. Reasonable grounds for believing that any Bidder or Respondent is interested in more than one (1) Bid or Response for the work contemplated.
 - c. Bidder or Respondent being interested in any litigation against Tarrant County.

- d. Bidder or Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - e. Lack of competency as revealed, including, but not limited to, a financial statement, experience, equipment, and questionnaire responses.
 - f. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
 - g. Bidders or Respondents shall not owe delinquent property tax in Tarrant County.
 - h. Limited competition.
11. Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Texas Government Code Section 552. Notice will be sent to you pursuant to this section if Tarrant County receive an open records request to inspect your bid. This notice will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Pricing information is not considered confidential and if marked as such, will result in rejection of your bid.
 12. Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder or Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Bidder or Respondent to determine the full extent of the exposures.
 13. Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
 14. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY OR ITS EMPLOYEES. For the avoidance of doubt, County shall not indemnify Vendor or any other party under this Contract.
 15. Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, and records (hard copy, as well as computer generated data) of the Vendor involving transactions related to this solicitation. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Vendor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to Tarrant County under this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all necessary facilities, staff, and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.
 16. In providing the services required by this Agreement, the vendor must observe and comply with all applicable federal and state statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.