

**MONTGOMERY COUNTY
STANDARD PURCHASE TERMS AND CONDITIONS**

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY, YOU ARE RESPONSIBLE FOR FULFILLING ALL SPECIFICATIONS AND REQUIREMENTS.

1. **BID FORM COMPLETION:** MONTGOMERY COUNTY is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy as possible so that all responsible vendors can compete for the County's business.

Fill out completely and return the number of copies specified per the Invitation to Bid in a sealed envelope properly marked with NAME OF BID ITEM and clearly stating DO NOT OPEN IN MAIL ROOM. Original bid shall be clearly marked "**ORIGINAL**" and contain all original signatures.

Electronic Signatures can be accepted on documentation that requires signatures. If there is a question regarding the authenticity of the signature Montgomery County Reserves the right to request verification.

Bidder shall provide with the bid response, all documentation required herein. Failure to provide this information may result in rejection of bid.

2. **LUMP-SUM OR UNIT PRICE METHOD:** A purchase may be proposed on a lump-sum or unit price basis. If the County chooses to use unit pricing in its notice, the information furnished bidders will specify the approximate quantities estimated on the best available information, but the compensation paid the bidder will be based on the actual quantities purchased.

Extended totals and/or the sum of all extended totals will be used for evaluation purposes. Where there is an error in the extension of prices, the unit price shall govern. Vendors shall take due care when extending prices.

3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

- a) have adequate financial resources, or ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Montgomery County may request representation and other information sufficient to determine Bidder's ability to meet the minimum standards listed above.

4. **REFERENCES:** Montgomery County requests Bidders to supply, in response to this Invitation to Bid, a list of at least five (5) references where like services have been supplied by the bidder. Include name of firm, contact person, address, telephone number and fax number. A negative reference can result in a vendor not receiving a bid award.

5. **REQUIRED BID BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road, or like improvement, Bidder shall submit a bid bond in the amount of (5%) of the bid amount. County may, by special provision, require submission of a bid bond in the amount of (5%) of the bid amount for any other contract where the bid amount shall exceed \$100,000.00. Commissioners' Court also has the option to require a bid bond in the amount of (5%) of the bid amount if the total bid amount is less than \$100,000.00. Where required, the bid bond shall accompany submission of the bid and must be executed by a corporate surety authorized to do business in the State of Texas.
6. **REQUIRED PERFORMANCE BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road or like improvement, and the contract price shall exceed the sum of \$100,000.00, the successful Bidder may be required to submit a performance bond conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. County may, by special provision, require the submission of a performance bond for any other contract where the contract price shall exceed the sum of \$50,000.00. Commissioners' Court also has the option to require a performance bond for any other contract where the contract price is less than the sum of \$50,000.00. Where required, the performance bond shall be submitted by the successful Bidder within twenty (20) days of the award of the bid. Performance bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.
7. **REQUIRED PAYMENT BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road or like improvement, and the contract price shall exceed the sum of \$25,000.00, the successful Bidder may be required to submit a Payment Bond for the protection of all claimants supplying labor or materials in connection with the prosecution of the work provided for in the contract. Commissioners' Court also has the option to require a Payment Bond if the contract price is less than \$25,000.00. Where required, the Payment Bond shall be submitted by the successful Bidder within twenty (20) days of the award of the bid. Payment bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.
8. **AWARD:** The Commissioners' Court of Montgomery County (County) reserves the right to award the contract to the **LOWEST, BEST AND MOST RESPONSIBLE BID** in accordance with laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject all bids or require new bids if deemed in the best interest of the County. By law, County is not obligated to accept a non-compliant low bid. County reserves the right to award bids on the lump sum or "unit price" basis, whichever is deemed in the best interest of Montgomery County. **Alternate bids will not be accepted.**

To obtain results, or if you have any questions, please contact the Purchasing Office at (936) 539-7980.

9. **CONTRACT FULFILLMENT:** Bidders shall fill in and sign the attached contract, and attach a copy of vendor's Assumed Name Certificate or Corporate Certificate, or supply sufficient proof of the existence of such Certificate, in order for your bid to meet Montgomery County Bid Requirements.

The Commissioners' Court of Montgomery County must, by law, award all contracts, and the Commissioners' Court must execute all contracts and agreements before they become binding on the County.

This bid, when properly accepted by Montgomery County, shall constitute a contract equally binding between the successful Bidder and Montgomery County. No different or additional terms will become a part of this contract, with the exception of Change Orders. Upon acceptance and approval of the Montgomery County Commissioners' Court, this bid and its contents become part of the contract between the awarded vendor(s) and Montgomery County for the time period designated. Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for County. All supplemental agreements are subject to approval of Commissioner's Court. Binding agreements shall remain in effect until all products and/or services covered by this contract have been satisfactorily delivered and accepted. If the contract is intended to cover a specific time period, said time will be noted in the specifications. If a bid bond is required, it will be requested in the package.

10. **CHANGE ORDERS:** 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 by the Purchasing Agent and approved by Commissioners' Court.
11. **PRICING (if applicable):** Prices for all goods, and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. All prices must be written in ink or typewritten. Pricing on all transportation, freight or other charge is to be prepaid by the contractor and included in the bid prices, unless otherwise agreed to by both parties. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant costs, or forfeit the right to payment. Payment to Bidder by County in such cases will be made on a "pay as you go" basis, if a term contract. The delivery ticket shall be submitted to the using department after deliveries are made. Subsequent payment will be made in the regular course of County disbursement. All invoices shall be mailed directly to the Montgomery County Auditor, P.O. Box 539, Conroe, TX, 77305.

If during the life of the contract, the successful Bidders net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Montgomery County.

A price re-determination may be considered by Montgomery County with appropriate backup, substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.). The Bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of Montgomery County.

12. **DELIVERY:** The successful Bidder shall not deliver products or provide services as part of this contract without a Montgomery County Purchase Order signed by the Purchasing Agent. Successful Bidder shall not deliver products or services which exceed the amounts specified on the Purchase Order. All items shall be shipped FOB INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include delivering merchandise to the appropriate room designated by the using department. Receiving times may vary by department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m. Monday through Friday, except during the noon hour.

Bidders are advised to consult the using department for instructions. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the bid sheet. Any special information concerning delivery from the Bidder should also be included, on a separate sheet if necessary, or under the Comment Section.

All delivery and freight charges (FOB Montgomery County destination) are to be included in the bid price.

13. **PACKING SLIPS:** Packing Slips or other suitable shipping documents shall accompany each special order shipment and shall show:
- a) name and address of successful Bidder;
 - b) name and address of receiving department and/or delivery location;
 - c) Montgomery County Purchase Order Number; and
 - d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
14. **TERMINATION:** During the term of the contract, County retains the right to immediately cancel any agreement between the parties hereto should goods, materials, or services supplied by Bidder not meet specifications. County also retains the right to cancel the contract due to budget restraints. In any case, with or without cause, County may terminate any agreement upon thirty (30) days written notice deposited in the United States mail.
15. **PAYMENT TERMS:** Unless otherwise specified by Montgomery County Commissioners' Court, payment terms will be "Net 30" after receipt of product(s), material(s), service(s) or invoice, whichever is later.
16. **RECORDS:** Contractors shall maintain records for one year after project has been accepted by Montgomery County.
17. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of County to limit or restrict bids, but to establish the type and desired quality level of merchandise. Bidders may offer comparable items and the burden of proof rests with them. Any reference to model and/or make/manufacture used in Bid Specifications is descriptive, not restrictive. Bids on items of like quality will be considered. County shall act as sole judge in determining equality and acceptability of items offered. Design, strength, and quality of materials must conform to the highest standards of manufacturing practice. To qualify an item as equal to that specified, the Bidder shall submit evidence that the material is equal in quality, workmanship, performance, etc.
18. **COLOR SELECTION:** The determination of colors of woods, vinyl, fabrics or any other materials is a right reserved by the using department unless otherwise specified in the bid. When colors are not specified, a color chart must be provided. If the Bidder fails to get color approval prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
19. **INSPECTIONS:** County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements. When requested, demos or samples shall be furnished free of expense to Montgomery County. If a Bidder bids on an item and cannot furnish a sample of said item for review, County reserves the right to reject the offer as inadequate.
20. **MAINTENANCE:** Maintenance shall, if possible, be available to County for bid equipment. Cost for this service shall be shown on the bid sheet as an annual cost. If the County opts to include maintenance, said cost will be shown on the bid sheet and will commence only upon expiration of applicable warranties.
21. **FUNDING OUT:** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor for the purpose of satisfying County's obligations under the terms and provisions of the agreement; and notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's

obligations under the terms and provisions of the contract. The sole and exclusive remedy of Bidder shall be to take possession of any goods or materials not fully purchased by County or to terminate the contract.

Funds for payment have been provided through the Montgomery County budget approved by the Montgomery County Commissioners' Court for this fiscal year only. State of Texas Statutes prohibit 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 Montgomery County fiscal year shall be subject to budget approval.

22. **TAXES:** County is a body corporate and political subdivision under the laws of the State of Texas and claims exemption from Limited Sales and Use Tax to the State of Texas, under Texas Tax Code Ann. Section 151.309, as amended. Exemption Certificates will be provided to Bidder upon request. County is subject to Federal Excise Tax.
23. **LICENSES:** Seller is responsible for obtaining and keeping current requisite licenses and permits necessary for the activities under the contract, including ensuring that any drivers employed by Bidder are properly licensed.
24. **ASSIGNMENT:** County shall have the right to sell, transfer or assign, in whole or in part, all of its rights and obligations hereunder. In such event and upon the assumption of such transfer of County's obligations hereunder, no further liability or obligation shall thereafter accrue against County. The successful Bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Montgomery County Commissioners' Court or appointed agent.
25. **WARRANTY:** Successful Bidder shall warrant that goods, materials, or services delivered to County shall conform to the proposed specifications and/or all warranties as set forth therein and stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Bidder shall furnish all data pertinent to warranties or guarantees which apply to items in the bid.

Items supplied under this contract shall be subject to Montgomery County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the County. If item is not picked up within reasonable time after notification, the item will become a donation to the County for disposition.
26. **NOTICE:** All notices required hereunder shall be deemed to have been properly given when made in writing and sent by mail with adequate postage in the United States mail.
27. **SAVINGS CLAUSE:** Notwithstanding any of the terms and provisions hereof being in violation of, or prohibited by, any law, statute or ordinance of the United States, or County, or municipality, such terms and provisions shall be deemed severable without right in such instance to have such offending clause herein reformed to comply with the applicable law, both parties hereby agreeing to act in good faith with diligence to reasonably effect such reformation.
28. **WAIVER:** The failure of either party hereto, in any or more than one instance, to insist upon the performance of any other terms, covenants, or conditions of this Agreement or to exercise any right or privilege, or the waiver by either party of any breach of any of the terms, covenants, or conditions of this agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

29. **INDEPENDENT CONTRACTOR:** Bidder enters into this agreement with the status of an independent contractor and is to adopt its own means and methods to accomplish this agreement; County only controlling the end result of the agreement, but not the manner in which the result is achieved.
30. **TEXAS LAW:** This agreement will be governed and construed according to the laws of the State of Texas and is performable in Montgomery County, Texas. The successful Bidder and Montgomery County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Bid must comply with all federal, state, county and local laws concerning these types of services.

31. **POLLUTION:** Bidder agrees to comply with all State and Federal regulations and laws pertaining to pollution control and prevention.

Safety Data Sheet(s) must be furnished, as required by law, if applicable to the product/service being sold.

32. **TORT CLAIM:** County shall be responsible for the acts or failure to act of its employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and Laws of the State of Texas, particularly the Texas Tort Claims Act.

33. **INDEMNIFICATION:** The parties agree that under the Constitution and Laws of the State of Texas, County cannot enter into a contract whereby it agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever is of no effect.

BIDDER AGREES TO DEFEND AND INDEMNIFY THE COUNTY FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, AND ALL LOSS, DAMAGE OR INJURY, OR DEATH RESULTING THERE FROM, TO BIDDER'S PROPERTY OR PERSONNEL, OR THE PROPERTY OR PERSONNEL OF SUBCONTRACTORS OF BIDDER ARISING OUT OF OR IN CONNECTION WITH AND DURING THE OPERATIONS UNDER THIS AGREEMENT. BIDDER IS TO MAINTAIN SUFFICIENT INSURANCE COVERAGE ON IT'S PERSONNEL AND PROPERTY, AND REQUIRE IT'S SUBCONTRACTORS TO MAINTAIN SUFFICIENT INSURANCE TO COVER THE ABOVE EVENTUALITIES.

Any loss, damage, injury or death to personnel or property under this agreement shall be sent by certified or registered mail to the County Attorney's office within ten (10) days. Such written report shall be a full and complete account of the incident.

IN ADDITION, BIDDER REPRESENTS AND WARRANTS UNTO COUNTY THAT THE USE OR CONSTRUCTION OF ANY AND ALL TOOLS, EQUIPMENT, PRODUCTS, OR SERVICES FURNISHED BY BIDDER SHALL NOT INFRINGE UPON ANY PATENT OR LICENSE WHICH HAS BEEN ISSUED OR APPLIED FOR; ACCORDINGLY, THE BIDDER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY KIND AND CHARACTER IN FAVOR OF OR MADE BY ANY PATENTEE, LICENSEE, OR CLAIMANT OF ANY RIGHT OR PRIORITY TO ANY SUCH TOOL, EQUIPMENT, PRODUCT OR SERVICE, OR THE USE OF CONSTRUCTION THEREOF.

34. **SPECIFICATIONS:** In the event any conflict arises between Bid Specifications approved by the County and the final approved Contract, the Contract shall rule and take precedence.

The apparent silence of these Specifications as to any detail or to the apparent omission from it of a 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.

35. **INSURANCE:** County may request Bidder to provide, before award, Certificates of Insurance relating to categories of insurance:
- a) Workers' Compensation
 - b) Comprehensive General Liability Insurance
 - c) Automobile Liability Insurance

Montgomery County requires the Vendor maintain in force such insurance as will protect themselves and the County from claims which may arise out of, or result from the execution of, the work, whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

36. **LATE BIDS:** Bids received by Montgomery County Purchasing Department's office after submission deadline will be considered void and unacceptable. Montgomery County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the County Purchasing Department's office shall be the official time of receipt.
37. **ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
38. **WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the vendor after submission, without the permission of Montgomery County.
39. **CONFLICT OF INTEREST:** Potential bidders/proposers are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176.
40. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation to Bid and Specifications will be made by Addenda. Sole issuing authority of Addenda shall be vested by Montgomery County Purchasing Agent. Addenda will be mailed, faxed or emailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of the Addenda.
41. **COMMENTS:** All bids meeting the intent of this Invitation to Bid will be considered for award. The absence of any comments shall indicate that the Bidder shall perform said services in strict accordance with the specifications of the invitation. County reserves the right to accept any and all, or none of the comment(s), as deemed to be in the best interest of Montgomery County.
42. **INTERLOCAL PARTICIPATION:** Additional governmental entities may purchase from this bid, contingent upon mutual agreement between vendor and other governmental entities. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
43. **CONFIDENTIALITY:** Any material requested to be considered as **CONFIDENTIAL** in nature must be placed in a separate envelope clearly marked **CONFIDENTIAL**; provided, such as material will be treated as confidential by Montgomery County only to the extent allowable in the Government Code, Chapter 552 of the Public Information Act and except where required by Court with competent jurisdiction to release information. If items are not placed in an envelope and marked **CONFIDENTIAL**, Montgomery County will not be liable for disclosing the information.

44. FUEL PRICE ESCALATION: Due to the inability to foresee fuel prices in today's market, a fuel adjustment will be considered when the following procedures are met:

1. Pricing must remain firm for the first six (6) months after the award of contract and can only be reviewed for adjustment every three (3) months thereafter.
2. Awarded Vendor must submit request for fuel adjustment in writing.
3. The fuel surcharge will be listed as a separate item on the Vendors' invoice.
4. The awarded Vendor may not have price increases and fuel increases simultaneously.

Upon receiving the above information from the Vendor, Montgomery County will review the increase request and recommend to the Montgomery County Commissioners' Court one (1) of the following:

1. Accept the increase
2. Reject the increase
3. Re-bid the entire contract

NOTE REGARDING BLANKET CONTRACTS: If this bid is a Blanket Contract, all orders will be issued on an "as required" basis with a Purchase Order Number. Vendor is responsible for providing "per unit" price and the purchase order number on the invoice for each purchase. Montgomery County reserves the right to add and/or delete item(s) from the contract when in the best interest of the County.

45. ANNUAL CONTRACTS: Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. The Bidder being interested in any litigation between both parties.
2. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
3. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
4. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.

Due Care and diligence has been used in 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 proposer. Montgomery County and its representatives will not be responsible for any errors or omissions in these specifications, nor the failure on part of the proposer to determine the full extent of the exposure.

46. SCANNED OR RE-TYPED RESPONSE: If in its response, offeror either electronically scans, re-types or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's bid package *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

47. DIGITAL FORMAT: If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

48. CONTACT RESTRICTIONS: Responders shall not contact any County personnel, **to include all entities/persons contracted to do business with the County**, during the process, other than Gilbert Jalomo, Jr., Purchasing Agent, without the express permission from the Office of the County Purchasing Department. Any Responder who has made site visits, contacted personnel, or distributed any literature without authorization may be disqualified. The County Purchasing Department may initiate discussion with Responders. Discussions may not be initiated by Responders. The County Purchasing Department expects to conduct discussions with Responder personnel authorized to contractually obligate the Responder with an offer.

49. DISCLOSURE OF INTERESTED PARTIES: Per Government Code, Statute §2252.908, effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties" by the participating vendor. Form 1295 is also required for any and all contract amendments, extensions or renewals. A sample of the form will be included in every Bid, RFP and RFQ. Vendors are required to visit the Texas Ethics Commissions website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and create a 1295 Certificate. After creating the form it must be printed, signed and notarized and included with the bid/proposal submission. Publicly owned companies are exempt from the 1295 requirement

50. FORCE MAJEURE:

Definitions

In this Clause, "Event of Force Majeure" means an event beyond the control of the County and the Contractor, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, and floods);
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo;
- c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors; or
- f) acts or threats of terrorism.

Consequences of a Force Majeure Event

Neither the County nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date. The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Contractor is prevented from executing its obligations by the Event of Force Majeure, it shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with good operating practices. If and to the extent that the Contractor suffers a delay during the Construction Period as a result of the Event of Force Majeure, then it shall be entitled to a reasonable extension for the Time for Completion.

51. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES: Respondent/Bidder/Proposer represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent/Bidder/Proposer shall promptly notify Montgomery County. *[Per 87(R) S.B. 13 effective 9/1/21]*

52. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES: Respondent/Bidder/Proposer verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent/Bidder/Proposer shall promptly notify Montgomery County. *[Per 87(R) S.B. 19 effective 9/1/21]*

53. DEBARMENTS: Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Montgomery County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.

54. MONTGOMERY COUNTY ETHICS TRAINING:

In compliance with Chapter 161 of the Texas Local Government Code, vendors must complete this training at least once per year when doing business with Montgomery County, Texas.

Any vendor involved in a single procurement exceeding \$50,000.00 must complete training on the Montgomery County Code of Ethics. This training certificate must be completed and submitted with each bid or proposal, in response to a request for qualifications or proposals, or otherwise contracting with the county. The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The Purchasing Department will confirm that each responder has completed the required training affidavit prior to considering a bid or proposal and shall disqualify responders that have not completed the training. This training requirement does not apply to emergency purchases.

Training can be found at

https://www.mctx.org/departments/departments_d_-_f/ethics_commission/online_training.php