LEON COUNTY

GENERAL PROCUREMENT TERMS AND CONDITIONS

SCOPE / APPLICABILITY: These General Terms and Conditions are intended for use with Leon County purchase orders, requests for proposals (RFPs), requests for qualifications (RFQs), request for bids (RFBs), requests for quotes, contracts, procurement attachments, vendor setup materials, and vendor billing or invoice-resolution communications, as applicable. For purposes of these Terms and Conditions, 'Procurement Document' means the applicable County purchase order, solicitation, quote request, bid package, proposal package, qualification request, contract, addendum, vendor setup document, invoice/billing communication, or other written County procurement document to which these Terms and Conditions are attached, incorporated, or provided. Providing these Terms and Conditions during vendor setup or billing resolution does not, by itself, create a contract or obligate County funds; County liability exists only when a purchase is properly authorized under County policy and applicable law.

I. APPLICABILITY, AUTHORITY, AND COUNTY OBLIGATION

1. FUNDING / NON-APPROPRIATION: Vendor recognizes that continuation of any purchase order, contract, or other County obligation during and/or after the close of any fiscal year of Leon County, which fiscal year ends September 30, is subject to Leon County Commissioners Court budget approval and appropriation of funds for the applicable purchase, contract, or expenditure. The County does not represent that any budget item will be adopted or remain adopted, as such determination is within the sole discretion of Commissioners Court. If funding is not approved or appropriated for any fiscal year during the term of the Procurement Document or resulting agreement, the County's obligation shall terminate and become null and void without penalty to the County.

2. PURCHASING / PROCUREMENT AUTHORITY: Leon County purchasing and procurement functions are administered through the Leon County Auditor's Office and through other authorized County representatives acting within the authority granted by Commissioners Court, County policy, and applicable law. No County officer, employee, department, or representative may bind Leon County to a purchase, contract, renewal, change, additional charge, or other financial obligation unless the purchase or obligation is properly authorized and supported by a valid purchase order, written contract, written notice to proceed, Commissioners Court approval when required, or other written authorization permitted by County policy and applicable law. Vendor proceeds at its own risk if it provides goods or services without proper written authorization.

3. ACCEPTANCE; APPLICABILITY; ORDER OF PRECEDENCE; VENDOR TERMS REJECTED: These General Terms and Conditions govern all Procurement Documents to which they are attached, incorporated, referenced, or provided, including purchase orders, RFPs, RFQs, RFBs, requests for quotes, contracts, procurement attachments, vendor setup materials, and vendor billing or invoice-resolution communications, as applicable. Submission of a bid, proposal, quote, qualification statement, vendor setup packet, invoice, shipment, commencement of work, fulfillment of any part of an order, or other conduct recognizing the existence of a County procurement or transaction constitutes acknowledgment of these Terms and Conditions, subject to County acceptance, award, approval, and legal authority. The County rejects any additional, inconsistent, or conflicting terms contained in Vendor's quote, invoice, website, click-wrap agreement, packing slip, acknowledgment, proposal, or other document unless expressly accepted in a written instrument signed by an authorized County representative.

4. MODIFICATIONS; ADDENDA; WRITTEN CHANGES ONLY: A purchase order, contract, solicitation, or these Terms and Conditions may be modified or rescinded only in writing signed or issued by authorized County representatives. For formal solicitations, only written addenda issued by the County may modify the solicitation. Vendor terms, quotes, invoices, acknowledgments, website terms, click-wrap terms, or other documents shall not modify County terms unless expressly accepted in writing by an authorized County representative.

5. SOLICITATIONS, FORMAL PROCUREMENT DOCUMENTS, AND NO OBLIGATION TO AWARD: When these Terms and Conditions are attached to or incorporated into an RFP, RFQ, RFB, request for quote, competitive sealed proposal, or other solicitation, they apply to the solicitation process and any resulting award, contract, or purchase order, except to the extent a more specific solicitation instruction, specification, evaluation factor, addendum, professional-services requirement, construction-delivery requirement, grant requirement, or statute controls. Issuance of a solicitation, receipt of a response, vendor setup, or negotiation does not obligate the County to award a contract, issue a purchase order, or pay any cost incurred by a respondent unless expressly authorized in writing by the County and permitted by law. The County may reject responses, waive immaterial irregularities, or cancel a solicitation as permitted by law and the solicitation documents.

6. VENDOR SETUP AND BILLING OR INVOICE ISSUES: When these Terms and Conditions are provided to a new or existing vendor for vendor setup, vendor maintenance, tax documentation, payment processing, invoice review, statement reconciliation, or billing dispute resolution, they provide notice of the County's standard procurement and payment terms. Vendor setup, acceptance of vendor forms, receipt of invoices, or communication about billing does not waive County purchasing requirements, does not ratify an unauthorized purchase, and does not create a County obligation unless the goods or services were properly authorized, received, accepted, documented, and payable under County policy and applicable law.

II. PRICING, PAYMENT, DELIVERY, AND ACCEPTANCE

7. WARRANTY OF PRICE:

a. The price to be paid by the County shall be the price agreed to in writing by the County. Seller warrants that such price is no higher than Seller's current prices on orders for products or services of the kind and specification covered by the applicable Procurement Document for similar quantities under similar conditions and methods of purchase. If Seller breaches this warranty, the prices shall be reduced to Seller's current prices on orders by others, or the County may cancel the purchase order or contract without liability to Seller except for goods or services accepted by the County.
b. Pricing from lawful interlocal agreements, cooperative purchasing contracts, state contracts, federal schedules, or other approved purchasing programs may be considered when authorized by County policy and applicable law. If cooperative or interlocal pricing is used, Vendor must identify the applicable contract, contract number, term, and pricing basis when requested by the County.

8. INVOICES AND PAYMENTS:

Payment is subject to Texas Government Code Chapter 2251, commonly known as the Prompt Payment Act. Unless a different lawful payment term is expressly stated in a written contract approved by the County, payment terms are Net 30 after the County receives a proper invoice and the goods or services have been received and accepted. Payment shall not be due until all required invoices, delivery documentation, receipts, and supporting instruments are submitted to Accounts Payable after delivery and acceptance. Invoices must state the purchase order number or other County reference number, if applicable, and should be mailed or submitted as directed by Leon County Accounts Payable, PO Box 898, Centerville, Texas 75833.

Do not include Federal Excise Tax, State of Texas Sales Tax, or County sales tax. Leon County is tax exempt and will furnish a tax exemption certificate upon request. Vendor shall cooperate in promptly correcting any tax charged in error.

The County may withhold or dispute payment for nonconforming goods or services, incomplete documentation, sales tax charged in error, or other amounts not authorized by the Procurement Document or applicable law. Vendor setup, receipt of vendor forms, or issuance of a vendor number does not create a right to payment unless a purchase has been properly authorized and accepted by the County.

9. OVERCHARGES / REFUNDS: If Vendor overcharges the County, charges an unauthorized amount, charges tax in error, or receives payment not authorized by the applicable Procurement Document, Vendor shall promptly issue a credit or refund to Leon County upon discovery or written notice by the County. This remedy is in addition to any other rights or remedies available to the County.

10. F.O.B. DELIVERY: All products offered shall be F.O.B. final destination, Leon County, Texas, with all delivery charges prepaid by Vendor unless the Procurement Document expressly states otherwise. The County does not accept C.O.D. or collect shipments. The agreed price shall include all charges, including freight, delivery, installation, set-up, packing, crating, and removal and proper disposal of delivery or set-up debris, unless otherwise expressly stated in the Procurement Document.

11. PLACE OF DELIVERY OR PERFORMANCE: The place of delivery or performance shall be as stated in the 'Ship To' block of the purchase order, the solicitation, the contract, a purchase change order, or other written County procurement document.

12. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with: (a) Seller's name and address; (b) consignee's name and address; (c) Leon County purchase order number or other County reference number, if applicable; (d) container number and total number of containers, e.g., box 1 of 4; and (e) the container bearing the packing slip. Seller shall bear the cost of packing unless otherwise agreed in writing. Goods shall be suitably packed to secure the lowest practical transportation cost and conform to common carrier requirements and applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

13. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

14. TITLE AND RISK OF LOSS: For goods provided by Vendor, title and risk of loss shall not pass to the County until the County actually receives, takes possession of, inspects, and accepts the goods. If installation, configuration, or testing is required, acceptance shall not occur until such work is complete and the County determines that the goods or system are in good and acceptable working order. Inclusion of this term in a solicitation does not constitute acceptance of any goods, services, bid, proposal, or qualification submission.

15. RIGHT OF INSPECTION AND ACCEPTANCE: Goods and services are subject to inspection, testing, review, and acceptance by the County. The County reserves the right to reject or refuse acceptance of goods or services not in accordance with County instructions, specifications, drawings, data, solicitation requirements, contract terms, purchase order terms, or Seller's warranties, whether express or implied. Goods not accepted may be returned to Seller at Seller's risk and expense. Payment for any goods or services shall not be deemed final acceptance and shall be refunded or credited to the County if Seller cannot fulfill an acceptable order or if defects are later discovered within the warranty period.

16. NO PLACEMENT OF DEFECTIVE OR NONCONFORMING PRODUCT OR SERVICE: Every delivery of goods or performance of services must fully comply with all provisions of the applicable Procurement Document as to time, quality, quantity, specifications, and warranties. Any delivery or performance that does not fully conform constitutes a breach. Where the time for performance has not expired, Seller may reasonably notify Buyer of its intent to cure and may make a conforming delivery or performance within the agreed time, but not afterward unless approved in writing by the County.

III. WARRANTIES AND PRODUCT/SERVICE PROTECTIONS

17. WARRANTY OF PRODUCTS AND SERVICES: All products furnished under the applicable Procurement Document shall be warranted to be merchantable, of good quality, free from defects, fit for the County's intended purpose as described in the purchase order, solicitation, contract, specifications, or other County document, and satisfactory to the County. All services shall be performed in a good, professional, and workmanlike manner, in compliance with applicable industry standards. These warranties are in addition to, and not in lieu of, any express written warranties, statutory warranties, or other remedies available to the County.

18. WARRANTY OF PRODUCT SAFETY: Seller warrants that all products sold to the County conform to applicable federal, state, and local safety standards, including applicable standards promulgated under the Occupational Safety and Health Act of 1970. If products do not conform, the County may return the products for correction or replacement at Seller's expense or may cause correction to be made at Seller's expense if Seller fails to correct within a reasonable time.

19. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS / INTELLECTUAL PROPERTY: Seller shall determine whether goods, software, materials, or services furnished under the applicable Procurement Document may give rise to any rightful claim of infringement, misappropriation, or violation of intellectual property or proprietary rights. The County makes no warranty that production, delivery, or performance according to County specifications will not give rise to such a claim. Seller shall promptly notify the County in writing if Seller believes infringement or similar claims may result. To the extent permitted by law, Seller shall defend, indemnify, and hold the County harmless from claims arising from infringement or misappropriation caused by goods, software, materials, or services furnished by Seller, except to the extent caused solely by County-provided specifications that Seller timely identified in writing as infringing before performance.

20. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated in the applicable Procurement Document includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling an order, such special tooling, equipment, and related process sheets shall become the property of the County and, to the extent feasible, shall be identified by Seller as County property.

IV. VENDOR COMPLIANCE, ETHICS, AND DISCLOSURES

21. COMPLIANCE WITH APPLICABLE LAW AND COUNTY POLICY: Vendor agrees that the applicable Procurement Document and any resulting purchase, contract, or vendor relationship are subject to, and Vendor shall strictly comply with, all applicable federal, state, and local laws, ordinances, rules, regulations, grant requirements, and Leon County purchasing policies and procedures.

22. GRATUITIES, BRIBES, AND KICKBACKS: Vendor certifies that no gratuities, bribes, kickbacks, gifts, entertainment, offers of employment, or anything of value were offered or given by Vendor or its agent or representative to any County officer, employee, or elected official with respect to this procurement, vendor setup, billing issue, solicitation, purchase order, or contract with the County. Any such conduct may be grounds for voiding the purchase order or contract, terminating the contract, rejecting a bid/proposal/qualification submission, disqualifying Vendor, and pursuing any other remedy available by law or County policy.

23. CONFLICTS OF INTEREST; CHAPTER 171 AND CHAPTER 176 DISCLOSURES: No County officer, employee, or agent shall participate in a procurement, vendor setup, billing review, purchase order, or contract in violation of applicable conflict-of-interest laws or County policy. Vendor shall comply, to the extent applicable, with Texas Local Government Code Chapter 171 and Chapter 176, including any required conflicts disclosure statement or questionnaire. Vendor shall promptly disclose any actual or potential conflict of interest known to Vendor. Any violation may render the purchase order or contract voidable, may result in rejection, termination, or disqualification, and may subject the parties to remedies or penalties provided by law.

24. CERTIFICATE OF INTERESTED PARTIES - FORM 1295: If required by Texas Government Code Section 2252.908 and applicable Texas Ethics Commission rules, Vendor shall complete and submit a Certificate of Interested Parties, Form 1295, before the County may execute or approve the contract, purchase order, or other covered transaction. Vendor is responsible for timely and accurate compliance with this requirement.

25. CERTAIN FOREIGN TERRORIST ORGANIZATIONS AND RESTRICTED COMPANIES: To the extent applicable, Vendor represents and warrants that it is not prohibited from contracting with the County under Texas Government Code Chapter 2252, including provisions relating to companies engaged in business with Iran, Sudan, or a foreign terrorist organization, and any applicable restricted vendor lists maintained by the State of Texas. Vendor shall not become prohibited during the term of any County purchase order, contract, or vendor relationship.

26. ANTI-BOYCOTT AND ANTI-DISCRIMINATION CERTIFICATIONS: To the extent applicable under Texas law, including Texas Government Code Chapters 2271 and 2274, Vendor verifies that it does not boycott Israel, will not boycott Israel during the term of the contract, does not boycott energy companies, will not boycott energy companies during the term of the contract, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of the contract. These certifications apply only to the extent required by law and shall be interpreted in accordance with applicable statutory definitions, exemptions, contract-value thresholds, and company-size thresholds.

27. ADVERTISING AND USE OF COUNTY NAME: Seller shall not advertise, publish, issue a press release, use the County's name, seal, logo, or marks, or otherwise represent that the County endorses Seller or Seller's products or services without the County's prior written consent, except to the extent necessary to comply with a lawful request for information from an authorized federal, state, or local government representative.

V. INSURANCE, RECORDS, PUBLIC INFORMATION, AND SPECIAL PURCHASE TYPES

28. INSURANCE AND WORKERS' COMPENSATION: For on-site work, services on County property, construction, repair, installation, maintenance, or other work involving risk to persons or property, Vendor shall provide and maintain insurance meeting the requirements stated in the solicitation, contract, purchase order, or Leon County Purchasing Policies and Procedures Manual. Unless otherwise waived or modified in writing by the County, certificates of insurance must be provided before work begins, must name Leon County as an additional insured where required, and must include waiver of subrogation where required. Vendor shall comply with applicable workers' compensation requirements and shall not begin work until required insurance documentation is accepted by the County.

29. RIGHT TO AUDIT; RECORDS RETENTION: Leon County shall have the right to examine and audit the books, records, invoices, receipts, cost data, correspondence, contracting information, and other documents of Vendor that are directly related to the applicable Procurement Document, purchase order, contract, invoice, payment, billing issue, contract performance, or grant-funded transaction at any reasonable time and upon reasonable notice. Vendor shall maintain such records in accordance with generally accepted accounting principles and in a manner adequate to determine compliance with the applicable Procurement Document, purchase order, contract, invoice, grant requirement, and applicable law.

In accordance with Texas Government Code Chapter 552, including §§ 552.003 and 552.372, Vendor shall preserve and promptly provide to the County, upon request, contracting information and other records directly related to the applicable County procurement, contract, purchase order, invoice, payment, billing issue, contract performance, or grant-funded transaction.

Unless a longer period is required by applicable law, grant terms, litigation hold, audit, public information requirement, records retention requirement, or written contract, Vendor shall retain such records for at least four (4) years after final payment, contract closeout, expiration, or termination, whichever is later. This requirement is intended to support the County’s rights and obligations under Texas Government Code Chapter 552 and applicable local government records-retention requirements, including Texas Government Code § 441.158.

30. PUBLIC INFORMATION ACT: Vendor acknowledges that the County is subject to the Texas Public Information Act, Texas Government Code Chapter 552. Information submitted to the County in connection with a solicitation, vendor setup, purchase order, contract, invoice, or billing issue may be subject to public disclosure unless an exception applies. Vendor is responsible for clearly marking any information it contends is confidential, proprietary, trade secret, or otherwise excepted from disclosure and for asserting and supporting any claimed exception with the Texas Attorney General or other authority when required by law. The County does not agree to keep information confidential except as permitted by law.

31. COOPERATIVE, INTERLOCAL, AND EXEMPT PURCHASES: When a purchase is made through a cooperative purchasing program, interlocal agreement, state contract, sole source, emergency purchase, professional services exemption, or other statutory exemption, Vendor shall provide documentation reasonably required by the County to support the procurement method, pricing, contract number, exemption, or other compliance requirement. Use of any such method does not waive the County's purchase order, budget, documentation, approval, or statutory compliance requirements.

32. FEDERAL, STATE, OR GRANT-FUNDED PURCHASES: If this purchase, solicitation, contract, or vendor transaction is funded in whole or in part with federal, state, or grant funds, Vendor shall comply with all funding-source requirements incorporated into the solicitation, contract, grant award, purchase order, or applicable addendum. For federal awards, this may include, as applicable, 2 C.F.R. Part 200 procurement standards and contract provisions; suspension and debarment requirements; domestic preference requirements; recovered materials requirements; prohibition on certain telecommunications and video surveillance services or equipment; Byrd Anti-Lobbying certification; access to records; equal employment opportunity; Davis-Bacon or prevailing wage requirements when required; Contract Work Hours and Safety Standards Act requirements; Clean Air Act and Federal Water Pollution Control Act clauses; and other required terms. If a Federal Contract Provisions Addendum is attached to or referenced by the purchase order, solicitation, or contract, it is incorporated by reference.

33. TECHNOLOGY, DATA, CYBERSECURITY, AND CONFIDENTIAL INFORMATION: For purchases, solicitations, contracts, vendor setup, or services involving software, cloud services, hosted systems, data processing, cybersecurity, telecommunications, video surveillance, confidential information, criminal justice information, health information, financial information, or access to County networks, Vendor shall comply with all County information-security requirements, applicable state and federal privacy and security laws, and any additional technology terms required by the County. Vendor shall not access, use, disclose, sell, or retain County data except as necessary to perform the order or contract and as authorized in writing by the County. Vendor shall protect confidential, sensitive, protected, or restricted County information from unauthorized access, use, disclosure, loss, or destruction and shall promptly notify the County of any actual or suspected unauthorized access, disclosure, or security incident involving County information.

VI. CONTRACT ADMINISTRATION, REMEDIES, AND LEGAL PROVISIONS

34. ASSIGNMENT-DELEGATION: The rights, duties, or obligations awarded or assigned to Vendor under a Procurement Document, purchase order, contract, solicitation award, or vendor relationship shall not be assigned, delegated, subcontracted, or transferred to another without prior written consent of the County Auditor's Office or other authorized County representative. Such consent shall not relieve the assignor of liability in the event of default by the assignee or subcontractor.

35. INDEPENDENT CONTRACTOR: Vendor is an independent contractor and is not an officer, employee, agent, partner, or joint venturer of Leon County. Vendor is solely responsible for the supervision, direction, compensation, taxes, benefits, insurance, workers' compensation, and conduct of Vendor's employees, agents, subcontractors, and representatives. Nothing in the Procurement Document shall be construed to create an employment, agency, partnership, or joint venture relationship between Vendor and Leon County.

36. WAIVER; NON-WAIVER; SURVIVAL: No claim or right arising out of a breach of the applicable Procurement Document may be waived or released unless the waiver or release is in writing and signed by the aggrieved party or authorized County representative. A waiver of one breach does not waive any other breach or future breach. Any term that by its nature should continue after completion, cancellation, expiration, closeout, rejection, non-award, or termination shall survive, including warranties, audit rights, records retention, confidentiality, data protection, payment obligations for accepted goods or services, dispute resolution, venue, and compliance certifications.

37. FORCE MAJEURE: If by reason of Force Majeure either party is rendered unable wholly or in part to carry out its obligations under the applicable agreement, such party shall give notice and full particulars in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. The affected obligation shall be suspended only during the continuance of the inability claimed and only to the extent actually affected, and the affected party shall use reasonable diligence to remove or overcome such inability. Force Majeure includes acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, governmental orders, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming inability. Settlement of strikes and lockouts shall be within the discretion of the party having the difficulty and shall not require acceding to demands judged unfavorable by that party.

38. CANCELLATION FOR DEFAULT: The County shall have the right to cancel for default all or any part of the undelivered or unperformed portion of an order or contract if Seller breaches any term of the applicable Procurement Document, including warranties, delivery requirements, performance requirements, compliance requirements, or if Seller becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings. This right is in addition to and not in lieu of any remedies the County may have at law, in equity, under County policy, or under the applicable Procurement Document.

39. TERMINATION: The performance of work under an order or contract may be terminated in whole or in part by the County in accordance with this provision and any more specific termination provision contained in the applicable Procurement Document. Termination shall be effected by delivery to Seller of a Notice of Termination specifying the extent to which performance is terminated and the effective date. This right of termination is in addition to and not in lieu of the County's cancellation rights and other remedies.

40. DISPUTE RESOLUTION: Pursuant to Texas Local Government Code Chapter 271, Subchapter I, Contractor agrees that, before instituting any lawsuit or other proceeding arising from a dispute or claim of breach under a purchase order, contract, or other agreement subject to that subchapter, the parties will first attempt to resolve the claim by following the procedures applicable under that subchapter and any written County contract dispute process. Nothing in this clause waives any immunity, defense, limitation, or remedy available to the County.

41. VENUE AND GOVERNING LAW: The applicable Procurement Document and any resulting purchase order or contract shall be governed by the laws of the State of Texas. Venue for any litigation arising from or related to the Procurement Document, purchase order, contract, vendor setup, invoice, or billing dispute shall lie in a court of competent jurisdiction in Leon County, Texas.

42. SEVERABILITY: If any provision of these Terms and Conditions or any applicable Procurement Document is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.