

- A. SCOPE OF BID.** Walker County is seeking interested parties to respond to this Invitation for BID. The intention of this bid is to service the County's various generators for the purpose of preventative maintenance.
- B. CONDITIONS OF BIDDING.** The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the Walker County Purchasing Office, unless otherwise specified elsewhere in this bid request.
1. All bidders are required to be informed of the Terms and Conditions and will be held responsible for having done so. Upon acceptance and approval by the Commissioners' Court, this bid effects a working contract between Walker County and the successful bidder for the period designated.
 2. Bids must be received in the Purchasing Office no later than the time and date specified. All bids received after the submission deadline will be considered void and unacceptable and will be returned unopened. Walker County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.
 3. The County reserves the right to inspect and insure adaptability of the service/product, accept or reject in part or in whole any and all bids, to waive any informality in bids and unless otherwise specified by the bidder, to accept any service/product in the bid for the best value to the County.
 4. If either the unit price or extended price is obviously in error the unit price will prevail. Walker County shall not be responsible for any verbal communication between any employee of the County and any potential bidder.
 5. Only written specifications and written price quotations will be considered.
 6. Walker County reserves the right to reject any bid that does not fully respond to each specified item.
 7. Bidder must include Employer Identification Number or Social Security Number for the bid to be valid. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.
 8. Although the cost of service/product(s) to be provided is an essential part of the Bid, Walker County is not obligated to award a contract on the sole basis of cost.
 9. The Purchasing Agent shall review all bids that have been submitted and make recommendations to the Commissioner's Court.
 10. When only one bid is received by the County, the bid may be accepted if the Commissioner's Court determines the price is fair and reasonable. If the price is not fair and reasonable, the bid is rejected. If two or more responsible bidders submit identical bids, the bid award will be determined by drawing of lots or as directed by the County Judge.
 11. Bidders must furnish information and submit samples upon request to include, individual samples of labeled products, and descriptive literature. Bidders who are unable to obtain these documents or submit requested samples when requested could terminate this contract due to non-compliance with these requirements. All services/products furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and Federal, State, and Local requirements relating to clean air and water pollution.
 12. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.
 13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
 14. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.