

TERM CONTRACT

**STATE OF TEXAS
COUNTY OF WALLER**

I. FUNDING

Funds for payment have been provided through the **Waller County** budget approved by the Commissioners Court for the 2018 fiscal year only. State of Texas statutes prohibits 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 2018 **Waller County** fiscal year shall be subject to budget approval.

II. SALES TAX

Waller County is exempt by law from payment of **Texas Sales Tax** and **Federal Excise Tax**.

III. 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. **The Waller County Commissioners Court** will make all change order to the contract, in writing.

IV. PRICE CHANGE

If during the life of the contract, the vendor's net prices to other customers for items awarded herein and reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to **Waller County**.

V. DELIVERY

All delivery and freight charges (FOB **Waller County** designated location) are to be included in the contract price.

VI. CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Local Government Code Title 5, Chapter 171, Subtitle C.

VII. FOOD ITEMS SOLD

All food items sold must be fresh at all times and of current manufacture.

VIII. VENDOR RESPONSIBILITIES

The vendor shall defend, indemnify and save harmless **Waller County** and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under, any the contract. Vendor indemnifies and will indemnify and save harmless **Waller County** from liability, claim, or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways, or approaches of, or the facilities within which the occupied premises are located. Vendor shall pay any judgment with costs, which may be obtained, against **Waller County** growing out of such injury or damages.

IX. WAGES

Vendor shall pay or cause to be paid, without cost or expense **Waller County, all Social Security, Unemployment and Federal Income Withholding Taxes** of all vendor's employees; and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

X. DURATION

This contract will be in effect for a period of one (1) year beginning the date approved by the Commissioners' Court of Waller County, Texas, with an option to renew for three (3) additional one year periods.

XI. TERMINATION FOR DEFAULT

Waller County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the **County** in the event of breach or default of this contract. **Waller County** reserves the right to terminate the contract immediately in the event the vendor fails to

1. Meet schedules; or
2. Otherwise perform in accordance with these specifications.

In the event the vendor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept or observed, **Waller County** shall give the vendor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the **County** within two (2) working days of receipt of such notice by the vendor, default will be declared and all the vendor's rights shall terminate.

Vendor agrees that **Waller County** shall not be liable for prosecution for damages in the event that the **County** declares the vendor in default.

XII. NOTICE

Any notice provided by this contract (or required by Law) shall be deemed to have been given and received on the next day after such written notice has been deposited in the mail by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the vendor at the address so provided, provided this shall not prevent the giving of actual notice in any other manner.

XIII. CONTRACT ADMINISTRATOR

Under this contract, **Waller County** may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the **Waller County Commissioners Court** and the vendor.

XIV. INVOICES

Invoices shall show all information as stated above, shall be issued for each purchase order and shall be mailed directly to: **Waller County Treasurer**
836 Austin Street, Ste. 316
Hempstead, Texas 77445

XV. PAYMENT

Payment will be made upon receipt and acceptance by the **County** of item(s) ordered and receipt of a valid invoice in accordance with the Prompt Payment Act, Government Code Title 10, Chapter 2251. **County** shall pay within thirty (30) days of receipt of invoice. Vendor is required to pay subcontractors within ten (10) days.

XVI. ITEMS

Waller County will purchase 100% of all food and supplies from the vendor including paper products. Items supplied under this contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the vendor at the next service date at no expense to the **County**. If item is not picked up within one (1) week after notification, the item will become a donation to the **County's** disposition.

XVII. SAMPLES

When requested, samples shall be furnished free of expense to **Waller County**.

XVIII. WARRANTY

Vendor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

XIX. REMEDIES

Vendor and **Waller County** agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

XX. VENUE

This contract shall be governed and construed according to the laws of the State of Texas. This agreement is performable in **Waller County, Texas**.

XXI. ASSIGNMENT

The vendor shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of **Waller County**. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

XXII. BRIBERY

The County may, by written notice to the vendor, cancel this contract with liability to the vendor if it is determined by the County that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the vendor, or its agent or representative to any County official, employee, or elected representative with respect to the performance of the contact. In addition, the vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

XXIII. SILENCE OF SPECIFICATION

The apparent silence of these specifications as to any detail or to the apparent omission of 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.

WALLER COUNTY

VENDOR

Carbett "Trey" J. Duhon III
Waller County Judge

By:
Title:

ATTEST

Debbie Hollan
County Clerk