

# REGISTRATION-TERMS & CONDITIONS

## GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14

To become an active trade reference (VENDOR) with Sullivan County Government, please sign and return the first and last pages of the General Procurement Terms and Conditions Form #GPTC1001-14.

Any applicant wishing to become an ACTIVE TRADE REFERENCE (VENDOR) with SULLIVAN COUNTY shall register with the Sullivan County Purchasing Agent's Office. Each applicant shall sign and return the Registration and Acceptance portions of the GENERAL PROCUREMENT TERMS AND CONDITIONS FORM #GPTC1004-14. Please distinguish the commodities and/or services you are interested in providing from the enclosed NIGP Codes Listings and enter in the appropriate spaces (attach separate page if needed). Our procurement officers will link you to the appropriate codes for future procurement purposes.

Once active trade reference status is established, it is the responsibility of each applicant/trade reference to update and communicate, in written form to the Sullivan County Purchasing Agent, any changes, additions, deletions or alterations to the information initially provided on the TRADE REFERENCE REGISTRATION FORM.

<b>ACTIVE TRADE REFERENCE (VENDOR) REGISTRATION</b>			
NAME OF APPLICANT/TRADE REFERENCE _____			
PHYSICAL ADDRESS _____			
MAILING ADDRESS (If different from above) _____			
CITY _____	STATE _____	ZIP _____	
CONTACT PERSON _____		TITLE _____	
PHONE _____	FAX _____	eMAIL _____	
<b>LICENSE NUMBERS --- IF APPLICABLE</b>			
SULLIVAN COUNTY _____		STATE OF TENNESSEE _____	
TYPE OF BUSINESS: CORPORATION-PARTNERSHIP-OTHER _____ YEARS IN BUSINESS _____			

<b>COMMODITIES/SERVICES OFFERED BY APPLICANT</b>			
<b>ENTER NIGP CODES IN THIS SECTION</b>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(ATTACH ADDITIONAL OR DESCRIPTIVE INFORMATION ON A SEPARATE PAGE)			

<b>SIGNATURE VERIFIES ACCEPTANCE OF ALL TERMS AND CONDITIONS-FORM GPTC1004-14</b>	
SIGNATURE: _____	DATE: _____
<b>COMPLETE, SIGN AND RETURN THIS PAGE</b>	

### REQUIREMENTS

1. Any applicant wishing to be considered as an active trade reference for Sullivan County shall complete a "ACTIVE TRADE REGISTRATION FORM" and verify acceptance of the "GENERAL PROCUREMENT TERMS AND CONDITIONS" by signing, dating and submitting to the Sullivan County Purchasing Agent.

If requested by the Sullivan County Purchasing Agent, applicant shall submit any information, including (but not limited to) portfolios of previous projects, bid bonds, performance/payment bonds, personal references listing, financial

reports, certificates of insurance, copies of licenses/permits/certifications and/or any other significant data necessary to establish and/or maintain an active trade reference status.

NOTE: It is the responsibility of each applicant/trade reference to update and communicate, in written form to the Sullivan County Purchasing Agent, any changes, additions, deletions or alterations to the information initially provided on the "Active Trade Registration Form".

2. Any applicant who wishes to do business with Sullivan County shall agree to comply with the Sullivan County General Procurement Terms and Conditions listed herein and including all other related instructions, documents, data, etc. pertaining to the procurement of commodities and/or services.
3. All priced proposals, bids and/or priced quotes must be offered in strict conformance to all language, specifications, requirements, terms and conditions as solicited. Written priced proposals, bids and/or priced quotes must be presented in exact format as solicited. Written priced proposals, bids and/or priced quotes must be completed in totality and signed by an authorized agent of the responding trade reference. Any erasures, strike overs and/or changes to prices written in numerals shall be initialed by the representative of the responding trade reference. Failure to comply will be cause to disqualify award consideration.
4. All formal solicitations must be returned via mail, courier or in person on or before the opening day/time; telephone, fax or e-mail responses are not acceptable. Sullivan County is not responsible for delays by mail or courier. Late priced proposals, bids and/or priced quotes are not acceptable! Priced quotes solicited by fax, must be returned (by fax) to the appropriate procurement officer on the day/time designated.
5. The Sullivan County Purchasing Agent may conduct discussion with the responding trade reference for the purpose of facilitating an understanding of the information submitted.
6. The Sullivan County Purchasing Agent has the right to accept or reject any/all priced proposals, bids and/or priced quotes and to waive any informalities or irregularities and/or to reject a priced proposal, bid and/or priced quote from any responding trade reference who, in the judgment of the Sullivan County Purchasing Agent is not in a position to perform the services, and/or to reject a priced proposal, bid and/or priced quote based on unacceptable provisions of a responding trade reference. Sullivan County does not obligate itself to accept the lowest and/or any priced proposal, bid and/or priced quote. If all responses should be deemed unacceptable, the Sullivan County Purchasing Agent shall prepare a written determination outlining the nature of such rejection.
7. Priced proposals, bids and/or priced quotes may be submitted for all and/or part of the total quantities requested, unless otherwise noted in the priced proposals, bids and/or priced quotes.
8. Priced proposals, bids and/or priced quotes must be presented in the exact format as solicited and, if applicable, bear the handwritten signature of the responding firm's authorized representative. Failure to submit priced proposals, bids and/or priced quotes which conforms to the specified content and format requirements will be sufficient cause to disqualify trade reference. If required by the Sullivan County Purchasing Agent, trade references shall furnish satisfactory evidence of their ability to furnish commodities/services in accordance to the specifications, terms or conditions of the priced proposals, bids and/or priced quotes and shall submit brochure-type information, actual product samples or any other instrument requested. Failure to comply with any requirement, material deficient responses and/or incomplete responses will be cause to disqualify award consideration.
9. Proposals which are solicited for the purposes of qualifying trade references to provide specific services and/or professional services shall be presented to the Sullivan County Purchasing Agent in the same methods as priced proposals, bids and/or priced quotes. A qualifying proposal is generally the first task of a multi-task solicitation, which requires certain data, enclosures and information for the purpose of identifying a trade reference's ability to supply and perform services. Qualifying information requested and received by the Sullivan County Purchasing Agent will remain confidential until proposal has been reviewed, determined compliant and recorded in written tabulation form. If directed by the Sullivan County Commission or any committee thereof, the Sullivan County Purchasing Agent will present the findings for discussion and/or recommendations, prior to proceeding to the next tasks (i.e. compliance, priced proposals, interviews, etc.) in the multi-task procurement processes.
10. The Sullivan County Purchasing Agent reserves the right to use all pertinent information (also learned from sources other than those disclosed in the priced proposal, bid and/or priced quote), that might affect Sullivan County's judgment as to the appropriateness of an award to the best evaluated trade reference. The information may be appended to the priced proposal, bid and/or priced quote evaluation process results. Information on a trade reference from reliable sources (and not within the trade reference's priced proposal, bid and/or priced quote) may also be noted and made part of the evaluation file.
11. Unless otherwise stated by the Sullivan County Purchasing Agent, no trade reference may withdraw any priced proposal, bid and/or priced quote within a period of sixty (60) days (or longer if specifically designated in the solicitation) after the day/time designated as the official deadline for accepting the priced proposal, bid and/or priced quote.

12. Priced proposals, bids and/or priced quotes shall be quoted FOB (delivered) Sullivan County locations, unless otherwise authorized by the Sullivan County Purchasing Agent. Additional charges for shipping, handling, freight, boxing, crating, drayage, etc. will not be acceptable, unless otherwise authorized by the Sullivan County Purchasing Agent.

13. It is the responsibility of each responding trade reference to ascertain that all requirements are satisfied and that all requests are presented and assembled in the format as solicited. It will be assumed that the trade reference has made investigations to be fully informed as to the extent and character of the requirements. If a trade reference is in doubt as to the true meaning of any part of the specifications, instructions, terms, conditions, drawings or other documents, he/she should request an interpretation from the Sullivan County Purchasing Agent. If the solicitation should require an addendum, the Sullivan County Purchasing Agent will forward same in writing to each trade reference to which solicitations were offered.

14. The successful trade reference pledges to Sullivan County that all commodities delivered and all services rendered shall conform to the proposal, specifications, drawings, instruments and descriptions furnished and/or incorporated by reference and will be of merchantable quality, good workmanship, free from defects and fit for the particular purpose purchased. The successful trade reference shall also extend all warranties to Sullivan County allowed under the U.C.C. and shall provide copies of such warranties to Sullivan County. Return of merchandise not meeting warranties shall be at the expense of the trade reference who originally supplied the commodities and/or services.

15. Warranty periods shall not commence until Sullivan County inspects and formally accepts the commodities and/or services. The terms, conditions and timing of acceptance shall be determined by the Sullivan County Purchasing Agent. Acceptance of commodities and/or services does not constitute a waiver of latent or hidden defects or defects not readily detectable.

16. Any statement or words (i.e. must, shall, will, etc) are declarative statements and trade reference must comply with this condition. Failure to comply will be cause to disqualify award consideration.

17. Any exceptions to the specifications in a solicitation must be offered in written form and entitled "exceptions", or as specifically instructed in the solicitation.

18. Any alteration, erasure, addition to, or omission of the solicitation must be properly noted and initialed prior to the day/time the priced proposal, bid and/or priced quote is due. Failure to comply will be cause to disqualify award consideration.

19. Unless qualified by the provision "no substitute", the use of the name of a manufacturer, brand, make or catalog description in specifying an item does not restrict trade references to that manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which priced proposals, bids and/or priced quotes are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally, as well as that specified. In submitting a priced proposal, bid and/or priced quote on a commodity other than as specified, trade reference shall furnish complete data and identification with respect to the substitute commodity he proposes to furnish. Consideration will be given to substitute commodities, if such action is deemed to serve the best interest of Sullivan County. If a trade reference does not indicate that the commodity he proposed to furnish is other than as specified, it will be construed to mean that the trade reference proposes to furnish the exact commodity as described.

20. Where "no substitute" is stated in the solicitation, alternate brands/models will not be considered in the award process, unless otherwise prior approved by the user department(s) and authorized by the Sullivan County Purchasing Agent. Commodities identified as "no substitutes" are products that have been tested and justified to be superior in quality, workmanship and performance, based on the needs of Sullivan County user departments. It is at the sole discretion of any trade reference to offer free product samples to be tested and evaluated by the appropriate user department, to determine if an alternate brand/model meets or exceeds the specification criteria of a "no substitute" commodity. An alternate brand/model offered in a priced proposal, bid and/or priced quote identified as a "no substitute" commodity, that has not been offered for testing and evaluation prior to the solicitation deadline, will be cause to disqualify award consideration.

21. When alternate priced proposals, bids and/or priced quotes reveal more economical services, supplies or materials than those specified, the Sullivan County Purchasing Agent has the right to re-solicit in open market with modified specifications.

22. Prices must be offered per unit, by line item (when applicable) and extended based on the total quantities requested. When pricing is requested in form of specific case quantity, or in hundreds-thousands, it is the responsibility of the trade reference to offer pricing accordingly. Failure to extend the pricing in conformance to our solicitation will be cause to disqualify award consideration. In the event of a disparity between the unit and extended prices, the unit price shall prevail.

23. All prices, notations and/or corrections shall be written in ink and/or typed. Corrections made in any written priced proposal, bid and/or priced quote document must be initialed in ink by the individual signing same. Prior to the

opening day/time, trade references can make price corrections on the outside of the envelope (if applicable) containing their written priced proposals, bids and/or priced quotes. Such price corrections will be read aloud by the Sullivan County Purchasing Agent during the public opening and recorded by the appropriate procurement officer for public record.

24. Prices shall be extended in decimals, not fractions. Prices must include all transportation and delivery charges fully prepaid by the trade reference to the Sullivan County destination specified in the priced proposals, bids and/or priced quotes, unless otherwise authorized by the Sullivan County Purchasing Agent.

25. Sullivan County is a government municipality within the State of Tennessee and is exempt from local, state and federal excise, transportation, sales and/or use tax for goods and services purchased for the exclusive use by its departments. The Sullivan County Purchasing Agent will furnish the successful trade reference with a properly executed exemption certificate. In certain circumstances where the Federal Identification Number is required, the Sullivan County Purchasing Agent will authorize same on a valid request form.

26. In the event cash discounts are offered by the trade reference, the discount date shall begin with the date of the invoice or the date of receipt of delivery of all commodities indicated on the purchase order/contract (whichever is the later date). If advantageous to Sullivan County, the Sullivan County Purchasing Agent will consider cash discounts during the evaluation process and award.

27. Tennessee Code Annotated allows cooperative purchasing between government entities within the State of Tennessee. Upon request from another government entity within the State of Tennessee, it will be at the discretion of the responding trade reference to offer identical commodities/services to such entities for the same costs offered to Sullivan County.

28. As approved by the governing board of Sullivan County, the Sullivan County Purchasing Agent enforces a compulsory "Procurement/Credit Card Policy" to any Sullivan County official and/or employee authorized to exploit any form of credit card transactions. The Policy requires the Sullivan County Purchasing Agent to determine the needs for credit, to approve any/all types of allowable credit, to establish credit limits, to maintain an active file of users and signed "Agreements" from authorized officials and/or employees and to execute any/all additions, deletions, changes or cancellations regarding credit card usages. Trade reference is responsible for verifying that any County official and/or employee who charges commodities and/or services have been prior authorized by the Sullivan County Purchasing Agent. Payments for any commodities and/or services charged by an official and/or employee who have not been pre-authorized, will be the sole responsibility of the trade reference allowing the transactions. It is understood that a trade reference cannot create a credit card account for any official, employee, department and/or office of Sullivan County without prior approval from the Sullivan County Purchasing Agent. The initiation and/or issuance of credit card accounts, without authorization from the Sullivan County Purchasing Agent, will not be tolerated!

a. GENERAL PROCUREMENT

The Sullivan County Purchasing Agent allows general procurement by credit cards for certain commodities and/or services, if same is advantageous and/or cost effective to Sullivan County. Certain procurement officers selected by and working directly under the supervision of the Sullivan County Purchasing Agent who are familiar with the rules, regulations and policies are authorized to use credit cards for specific procurement transactions.

b. TRAVEL

The Sullivan County Purchasing Agent has established a Global Credit Card account to be used in concurrence with all travel related events. Selected officials and/or employees have been issued individual credit cards in their names, under our major billing account. These credit cards are not approved for general procurement.

c. FLEET FUEL

The Sullivan County Purchasing Agent has established a Fleet Fuel Credit Card account to be used in concurrence with fleet fuel purchases. Selected officials and/or employees have been issued individual fleet fuel cards in their names, under our major billing account. Fleet fuel cards are only approved for fuel purchases.

d. OTHER CREDIT CARD PROCUREMENT

The Sullivan County Purchasing Agent must pre-approve any/all procurement/credit cards offered by a trade reference for business purposes. Any trade reference who is interested in offering credit card merchant services to Sullivan County, must contact the Sullivan County Purchasing Agent and schedule an appointment to confer and corroborate all issues, terms and conditions, rules and regulations of Sullivan County's procurement/credit card policy. If trade reference administers credit card services without prior approval from the Sullivan County Purchasing Agent, trade reference is subject to removal from active status and denial of future procurement transactions with Sullivan County government.

29. A trade reference agrees to defend and save Sullivan County from and against all demands, claims, suits, costs, expenses, damages, and judgments based upon infringement of any patents relating to goods specified, or the ordinary use or operation of such goods by the county, or use or operation of such goods in accordance with trade reference's instructions.

30. Purchase orders and/or contracts will be made or entered into with the lowest, responsible, compliant trade reference meeting specifications for the particular grade or class of material, work, or service desired in the best interest and advantage to Sullivan County. Responsible trade references are defined as a trade references whose reputations,

past performances, and business and financial capabilities are such that they would be judged by the Sullivan County Purchasing Agent to be capable of satisfying Sullivan County's needs for a specific purchase order and/or contract.

31. Sullivan County reserves the right to determine the award of a purchase order and/or contract either on the basis of the individual items or on the basis of all items included in the priced proposals, bids and/or priced quotes, unless otherwise expressly provided in the priced proposals, bids and/or priced quotes. Sullivan County reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part.

32. By submission of a signed priced proposal, bid and/or priced quote, the trade reference certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated there under.

33. It is the policy of Sullivan County that all its services and activities be administered in conformance with the requirements of Title VI of the Civil Rights Act. "Nondiscrimination in Federally Assisted Programs" – "No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq.

34. A trade reference agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or otherwise subjected to discrimination in the performance of any services rendered to Sullivan County or in the employment practices of the Trade Reference.

35. A trade reference covenants that it has no public or private interest and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its commodities or performance of its services.

36. Any remedies in a priced proposal, bid and/or priced quote, including conformity, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County, will be cause to reject a priced proposal, bid and/or priced quote.

37. Failure of Sullivan County to enumerate any Federal, State or County regulation in a solicitation, is not cause for trade reference to exclude same.

38. A trade reference is assumed to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances and regulations in any manner affecting the provision of commodities and/or services and shall obtain all necessary permits, licenses, certifications and/or instruments required.

39. All specifications requested and/or solicited for priced proposals, bids and/or priced quotes are minimum standards. Acceptance of samples does not supersede specifications for quality, unless sample is superior.

40. Samples (when required) must be submitted in accordance to instructions. If requested by the Sullivan County Purchasing Agent, samples (accompanied by descriptive data) shall be delivered within a specific time following the request and must be furnished free of charge. Failure to comply will be cause to disqualify award consideration.

41. When the solicitation indicates that an item to be purchased is to be equivalent to a specific product, said product and/or its specifications will be available for viewing. Failure on the part of a trade reference to examine product and/or its specifications shall not entitle trade reference to any relief from the conditions imposed in the priced proposal, bid and/or priced quote.

42. If successful trade reference fails to perform or comply with any provision of any terms, conditions, documents referenced and made part of a purchase order and/or contract award, the Sullivan County Purchasing Agent may terminate the purchase order and/or contract, in whole or in part and may consider such failure or noncompliance as a breach of contract. Sullivan County reserves the right to purchase its requirements elsewhere, with or without competitive priced proposals, bids and/or priced quotes.

#### PROCUREMENT LIMITS

43. When the amount of the purchase request is estimated under \$500 per requisition, the procurement officers shall secure pricing and availability from an active trade reference who can supply the commodity and/or service requested (such purchases do not require competitive pricing). If prior authorization is granted by the Sullivan County Purchasing Agent, procurement officers may issue purchase order number confirmations to user departments, via telephone, for the purpose of picking up commodities at the trade references' places of business.

44. When the amount of the purchase request is estimated between \$500 - \$4999, the procurement officers shall secure pricing and availability in open market from a minimum of three (3) trade references (if available) either by phone, fax and/or e-mail quotations. A written tabulation of priced quotes is prepared by the appropriate procurement officer and filed for public record.

45. When the amount of the purchase request is estimated at \$5000 and above, the procurement officers shall secure pricing and availability in open market from a minimum of three (3) trade references (if available) by soliciting a formal Request for Proposal and/or Bid Document. Newspaper advertisement is required. All Requests for Proposals and/or Bid Solicitations will be publicly opened on the day and time specified. Late RFPs and/or Bids are not acceptable! The public is encouraged to attend the openings. All documentation and tabulations will be available for public review after the solicitation information and prices have been evaluated and recorded.

46. When sole source purchases, emergency purchases and/or other exceptions to the procurement limits are applicable; same will be defined in each appropriate file for public record.

#### AWARD

47. Award will be made to the lowest responsible qualified trade reference. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of Sullivan County and the delivery terms will be taken into consideration in making the award.

48. The Sullivan County Purchasing Agent reserves the right to award by item (or part thereof), group of items (or parts thereof), or all items of the priced proposals, bids and/or priced quotes. The Sullivan County Purchasing Agent may award purchase orders and/or contracts to one or more trade references; to reject any and all priced proposals, bids and/or priced quotes in whole or in part; to waive technical defects, irregularities and omissions if in the best interest of Sullivan County.

49. The Sullivan County Purchasing Agent reserves the right to make awards within sixty (60) calendar days (or longer if designated in the solicitation) from the priced proposals, bids and/or priced quotes opening dates, unless otherwise authorized by the Sullivan County Purchasing Agent.

50. If an award, in whole or in part, is delayed beyond a period of sixty (60) days (or longer if designated in the solicitation); such award shall be conditioned upon trade reference's acceptance.

51. The successful trade reference shall not subcontract any portion of the award of a purchase order and/or contract, unless otherwise authorized by the Sullivan County Purchasing Agent.

#### DELIVERY

52. It shall be understood and agreed that any and all commodities and/or services offered to Sullivan County shall fully comply with all local, state and federal rules and regulations.

53. All commodities delivered will be new equipment/latest model, new materials and/or new supplies, except as otherwise specifically stated in the solicitation. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. Reconditioned equipment, materials and/or supplies are not acceptable, unless otherwise authorized by the Sullivan County Purchasing Agent.

54. Delivery must be in accordance with the priced proposals, bids and/or priced quotes. If no specific delivery instructions are presented, it will be interpreted to mean prompt delivery. The decision of the Sullivan County Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the trade reference.

55. Any request for extension of time of delivery from that specified must be approved by the Sullivan County Purchasing Agent; such extension will be applicable to only the particular commodity that is delayed because of unexpected circumstances.

56. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice. The containers will remain the property of Sullivan County unless otherwise stated in the solicitation and/or otherwise approved by the Sullivan County Purchasing Agent.

57. Deliveries are subject to recounting by our Central Receiving Department. If discrepancies exist, the trade reference will be notified. Backorders or re-shipment of defective commodities will be noted in writing. Payment will be made only after all items have been received, unless otherwise authorized by the Sullivan County Purchasing Agent. A written revision to the purchase order and/or contract will be processed by the appropriate procurement officer, indicating any/all changes.

58. The time anticipated by trade references for delivery of the items requested must be definitely stated in the priced proposals, bids and/or priced quotes. When time is critical to the award of a commodity and/or service, delivery/performance time may be a factor in determining such award, price notwithstanding.

59. Default by the trade reference concerning delivery as promised is subject to the following: the Sullivan County Purchasing Agent has the right to cancel and repurchase from another source due to non-delivery as promised, and may

recover the excess costs by (a) deduction from an unpaid balance due (b) collection against the priced proposal, bid and/or priced quote or performance bond (c) combination of the aforementioned remedies or other remedies provided by law (d) open market purchasing and charging the trade reference the difference in his costs and another source's costs.

#### PAYMENT

60. Payment will be made only after the delivery and acceptance of all items, unless partial payments have been otherwise authorized by the Sullivan County Purchasing Agent. Payment will be made only after the presentation of all applicable invoices. All invoices shall be addressed to the accounting department address shown on the purchase order and must clearly indicate the purchase order number on all invoices. Invoices should be mailed in duplicate.

61. Payment for all delivered and accepted commodities/services shall be made to the trade reference in a timely manner, after the receipt of a correct invoice/statement. Where there is a question of non-performance involved, payment will be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive Sullivan County from taking such a discount.

62. Payment for partial deliveries and/or services will only be considered if delivery circumstances are beyond the control of the trade reference and/or if prior authorization has been given by the Sullivan County Purchasing Agent.

63. Partial payments for contracts and services that are awarded on a timed-payment schedule will be made in accordance to the award, as authorized by the Sullivan County Purchasing Agent. Payments will be authorized only upon receipt of authorized documents reflecting appropriate payments for services rendered.

#### TRADE REFERENCE GUARANTEE

64. Acceptance of a purchase order and/or contract by a trade reference guarantees that said trade reference will perform services, supply commodities, etc. in accordance to the specifications, terms and conditions under which it was awarded and within the delivery time specified.

65. A trade reference who accepts a purchase order confirmation and/or contract award guarantees his services/commodities against defective material or workmanship and agrees to repair and/or replace (at the discretion of the Sullivan County Purchasing Agent) any damage or marring occasioned in transit.

66. A trade reference guarantees to furnish adequate protection from damage for all work or workmanship and to repair damages of any kind, for which its workmen are responsible, to the premises or equipment, to its own work or to the work of other trade references.

67. Whenever a delivery is rejected due to non-compliance of the terms and conditions of the services, commodities, etc. the trade reference shall be notified by the Sullivan County Purchasing Agent with reason(s) for such rejection. All rejected deliveries due to the fault of the trade reference shall be held at the trade reference's risk and same shall bear the expense of removal.

68. Changes in or cancellations to a purchase order and/or contract will not be acceptable unless otherwise authorized by the Sullivan County Purchasing Agent. Any/all changes to a purchase order and/or contract (description, pricing, terms, language, etc) will be recognized by a signed and printed "revision" and filed for public record.

#### TRADE REFERENCE EXPENSES

69. No fees are applicable to becoming an active trade reference in Sullivan County.

70. Sullivan County accepts no responsibility, whatsoever, for any expenses incurred in the preparation and/or presentation of any priced proposal, bid and/or priced quote. Such expenses are the sole responsibility of the trade reference offering commodities and/or services for award consideration.

71. Sullivan County accepts no responsibility, whatsoever, for any payments of credit card charges made by an unauthorized Sullivan County official and/or employee.  
(REFER TO SECTION 28 FOR EXPLANATION)

#### INAPPROPRIATION OF FUNDS

72. Sullivan County can only obligate funds during its current operating year. Funds are appropriated on a fiscal year basis; July 1<sup>st</sup> through June 30<sup>th</sup>. If a purchase order and/or contract is awarded on a multi-term basis (up to 60 months), the Sullivan County Purchasing Agent will renew at the beginning of each fiscal year, obligating only the 12 months of that current operating year. If funds are legally exhausted due to circumstances beyond Sullivan County's control and cannot be obligated past the current fiscal year, the Sullivan County Purchasing Agent has the right to terminate, upon the expenditure of previously appropriated funds or at the end of the current fiscal year (whichever occurs first), with no further obligation owed to and/or by either party and without penalty to either party.

73. In the event that funds are not appropriated for commodities and/or services in any fiscal year and/or insufficient funds exist for the purchase of commodities and/or services, the trade reference accepts that any existing purchase order and/or contract shall expire upon the expenditure of previously appropriated funds or at the end of the current fiscal year (whichever occurs first), with no further obligation owed to and/or by either party and without penalty to either party.

**ACCEPTANCE OF TERMS AND CONDITIONS**

SIGNATURE AUTHORIZATION IS CONFIRMATION THAT APPLICANT/TRADE REFERENCE UNDERSTANDS AND ACCEPTS ALL GENERAL TERMS AND CONDITIONS GOVERNING SULLIVAN COUNTY PROCUREMENT PROCESSES AND PLEDGES TO CONDUCT BUSINESS IN ACCORDANCE TO ALL PROPOSALS, SPECIFICATIONS, DRAWINGS, INSTRUMENTS AND DESCRIPTIONS FURNISHED AND/OR INCORPORATED BY REFERENCE TO ALL PRICED PROPOSALS, QUALIFYING PROPOSALS, BIDS AND/OR PRICED QUOTES.

NAME OF TRADE REFERENCE (VENDOR): \_\_\_\_\_

PRINTED NAME OF PERSON SIGNING THIS FORM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**COMPLETE, SIGN AND RETURN THIS PAGE**