**TERMS AND STANDARD CONDITIONS**

**PLEASE READ CAREFULLY**

1. In the event a contract is entered into pursuant to the "Request for Proposals,” the Company, as well as, all sub-grantees, sub-contractors, successors, transferees, and/or assignees, providing goods and services to the County, shall comply with Pulaski County Ordinance 15-OR-25, prohibiting discrimination on the basis of political or religious opinions or affiliations, age, race, sex, national origin, handicap, disability, sexual orientation, gender identity, genetic information, veteran status, or other non-merit factors. The Company shall include a similar provision in all contracts or agreements with sub-grantees, sub-contractors, successors, transferees, and/or assignees requiring compliance with Pulaski County Ordinance 15-OR-25. The Company shall provide records of such contracts or agreements with sub-grantees, sub-contractors, successors, transferees, and/or assignees to Pulaski County upon request.

2. Any ambiguity in any proposal as the result of omission, error, lack of clarity or noncompliance by the Company with specification, instructions and all conditions of the RFP shall be construed in the light most favorable to the County.

3. The proposal and/or the letter which transmits the proposal to Pulaski County must be signed by an authorized officer of the Company or the proposal will not be considered.

4. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified by parol evidence unless such modifying term, conditions or covenants are in writing and are signed by the Company and the agent of Pulaski County.

5. Pulaski County reserves the right to reject any and all proposals, to accept in whole or in part, to waive any informalities or technicalities in proposals received, to accept proposals on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired and unless otherwise specified by the Company, to accept any item in the proposal. If unit prices and extensions thereof do no coincide, Pulaski County may accept the proposal for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.

6 It is solely and strictly the responsibility of the Company to ensure that the proposal is received by the Pulaski County Purchasing Department on or before the specified date and time. The County will in no way be responsible for delays caused by any occurrence. The response time will be and must be scrupulously observed. Under no circumstances will proposals delivered after the opening date and time be considered. Offers by telephone, telegram, or fax will not be accepted. Companies will not be allowed to withdraw or modify their proposals after the opening date and time.