

COUNTY OF RIVERSIDE
GENERAL CONDITIONS - MATERIALS and/or SERVICES

1. **INTENT** - It is the intent of these specifications to fully describe the materials and/or services required for this procurement.
2. **SPECIFICATIONS** - Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If materials and/or services as bid do not comply with specifications as written, bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder delivering materials and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at his own expense.
3. **QUANTITY** - The County of Riverside reserves the right to purchase more or less than quantities specified.
4. **QUALIFICATIONS** - No bidder shall be acceptable who are not a reputable and an established firm. All services provided pursuant to this specification shall be first class, meet all accepted trade practices and meet the satisfaction of the County of Riverside. No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such materials submitted on this bid.
5. **SAFETY** - All services and materials which the bidder proposed to furnish to the County of Riverside must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government, State of California and local government, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.
6. **PARTIAL SHIPMENTS** - Partial shipments will not be accepted by the County of Riverside unless prior approval has been given by the County prior to such shipments. Each category referenced herein shall be shipped complete.
7. **OBLIGATIONS OF THE BIDDER** - The bidder shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
8. **ENCUMBRANCES** - No materials or services for the work shall be purchased by the bidder subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller. The bidder warrants that he has good title to all materials and services used by him in the work, free from all liens, claims or encumbrances.
9. **SPECIFICATIONS AND DRAWINGS** - Each bidder shall submit with his or her bid a copy of the proposed product specifications, and descriptive matter in sufficient detail to clearly describe the materials and/or service offered.
10. **AGREEMENT** - Unless stated elsewhere in this document each bid will be submitted and received with the understanding that the acceptance by the County of Riverside of the bid to furnish and deliver specified materials/services described herein shall constitute a contract between the successful bidder and the

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County of Riverside which shall bind the successful bidder on his or her part to furnish and deliver at the prices (bid) and in accordance with provisions of this specification.

11. **DELIVERY DELAYS** - In case the delivery of the specified materials/services under this contract are delayed due to strikes, in junctions, government controls, or by reason of any cause or circumstances beyond the control of the bidder, the terms of delivery shall be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the responsible buyer for the County of Riverside,
12. **WORK SHALL BE FIRST QUALITY AND MEET SATISFACTION OF THE COUNTY** - The bidder shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified necessary or proper to perform and complete all the work required by this contract within the time herein specified, in accordance with the provisions of the contract and specifications and in accordance with the directions of the County as given from time to time during the progress of the work.

All work provided pursuant to these specifications shall be first class in every respect and shall conform to the highest standards of the industry. All work must meet the satisfaction of the Purchasing Agent who shall be the final judge of the quality and suitability of the work. Should the bidder's performance fail to meet the approval of the Purchasing Agent, the bidder shall forthwith take corrective action at his or her own expense. If, in the opinion of the County Purchasing Agent, it is undesirable to correct unsatisfactory work or work not performed in accordance with those specifications, the compensation to be paid to the bidder shall be reduced by such amount as in the judgment of the County Purchasing Agent shall be equitable.

Bidder and their surety shall be liable to the County for any excess cost occasioned the County thereby, the amount of compensation, if any for, work performed prior to cancellation of a contract shall be as determined by the County Purchasing Agent in consideration of amount of work performed, quality of work, costs to the County of completing the remainder of the contract work.

13. **SITE EXAMINATION** - The bidder shall carefully examine the site and shall familiarize himself with all existing conditions, factors and items within, the scope of the work. By the act of signing the bid, the bidder will be deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing his/her figure to provide a complete and operable system as shown and/or specified