

CONTRACT
RFP# 20-4090-01

STATE OF TEXAS}
COUNTY OF
BURNET}

WHEREAS, The bid package **RFP# 20-4090-01** including the **Cover Sheet, Instructions, Specifications, and Return Bid Sheet(s) and Proposal (attachment Exhibit B)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Burnet County Commissioners Court as the governing body of Burnet County did on FEBRUARY 14, 2020 award a contract to GOLDEN BREW VENDING, for **Vending Machine Services for Burnet County, Texas** in quantities, services and at prices as set forth in the RFP package.

THEREFORE, know all men by these present, that this contract is entered into by Burnet County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with proposal package **RFP# 20-4090-01** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Burnet County, Texas.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The term of this contract will be for a one (1) year period and will become effective from date of contract execution and will expire one year from start date. The contract may be renewed for three (3) additional one year periods upon written agreement and mutual consent of both parties.

IN TESTIMONY WHEREOF: Witness our hands at Burnet, Texas, effective as of the date awarded and stated above.

Date signed: FEBRUARY 14, 2020

By: [Signature]
VENDOR
Authorized Agent

By: [Signature]
BURNET COUNTY
James Oakley, County Judge
Burnet County, Texas

This contract is not valid and does not become valid until such time (if any) it is officially awarded and executed by the Burnet County Commissioners Court.