



EASTLAND COUNTY BID/PROPOSAL PACKET

SECTION 1:

NOTICE TO BIDDERS

SECTION 2:

TERMS AND CONDITIONS

**EASTLAND COUNTY AUDITOR
EASTLAND COUNTY COURTHOUSE
100 WEST MAIN STREET, SUITE 205
EASTLAND, TEXAS 76448**

PHONE: 254-629-1082 FAX: 254-629-2080
auditor1@eastlandcountytexas.com

NOTICE TO BIDDER

By order of the Commissioners' Court of Eastland County, Texas, the County Auditor will receive bids until **12:00 P.M., Friday, March 22, 2019**, for Road Materials to be used by Eastland County for a period of twelve (12) months, beginning April 1, 2019. Funds for payment have been provided through the Eastland County budget approved by the Commissioners' Court for the fiscal year. Bidders must use unit pricing by the yard or by the ton. Complete bid specifications are available at Eastland County Auditor's Office or on Eastland County's website www.eastlandcountytexas.com. Bids must be sealed and addressed to Loretta Key, Eastland County Auditor, 100 W. Main Street, Suite 205, Eastland, Texas 76448. Sealed bids must be plainly marked "Road Material Bid". Bids will be opened in a Regular Commissioners' Court meeting on Monday, March 25, 2019, at 9:00 A.M. Eastland County reserves the right to reject any and all bids/proposals.

**EASTLAND COUNTY, TEXAS
TERMS AND CONDITIONS**

1. Bids must give full company name and address of the bidder. Failure to manually sign bid will disqualify bid.
2. **All bidders must complete the “Conflict of Interest Questionnaire”. Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Eastland County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.**
3. **Government Code Chapter 2252, Section 908 states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. Business entities are required to submit a Notice of Disclosure on the Texas Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**
4. It is understood that Eastland County, Texas reserves the right to accept or reject any and/or all Bids.
5. All Bids shall be submitted in hard copy paper form and presented in a sealed envelope, plainly marked on the outside with “Road Material Bid”. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Eastland County Auditor’s Office.
6. Sealed bids will be opened on the date set forth in the Notice to Bidder and/or the Legal Notice.
7. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Auditor’s Office not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the County, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to auditor1@eastlandcountytexas.com or faxed to Eastland County at 254-629-2080. The request must clearly identify the bidder’s company name, point of contact and bid title. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.
8. If ownership of your firm should change during the term of this contract, Eastland County must be notified in writing within ten (10) days and a new declaration of relationships submitted immediately to the Eastland County Auditor’s Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
9. Eastland County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
10. All materials are to be hauled by the County Precincts. Delivery should not be included in the bid.
11. The title and risk of loss of the goods shall not pass to buyer until buyer takes possession of the goods at the point(s) of delivery.

12. The bid will be awarded to the lowest and best bid and in the best interest of Eastland County. Contracts may be awarded to more than one bidder if it is in the best interest of Eastland County.
13. All bidders will comply with all Federal, State, and local laws relative to conducting business in Eastland County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
14. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Eastland County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
15. Vendors shall submit separate itemized invoices. Payments will not be due until invoices are submitted to the Eastland County Treasurer after product delivery.
16. It is expressly understood and agreed that in case Eastland County should need any item(s) not available within the time frame requested from the vendor during the term of this contract, Eastland County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Eastland County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
17. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to current OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
18. Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Eastland County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
19. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Eastland County Auditor, authorized to do so by the Commissioners' Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Proposers shall acknowledge receipt of all addenda.
20. Either party may terminate the awarded contract with thirty (30) days written notice. Termination notice should be delivered to Eastland County Judge, 100 West Main Street, Suite 203, Eastland, Texas 76448.
21. Under Section 271.905 Texas Local Government Code; the Commissioners' Court reserves the right to award a contract to a qualified local bidder within three (3) percent of the lowest bid.

Eastland County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

SIGNATURE PAGE

I hereby certify that the items offered meet all the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

Legal Name of Bidder

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address (for Correspondence) City State Zip Code

Complete Remittance Address (if different from above) City State Zip Code

Telephone Number Fax Number

Authorized Representative's Email Address