

**HOUSTON COUNTY, TEXAS
COMMISSIONERS' COURT**

In accordance with Articles 262.021 et. seq., Local Government Code and section 81.005 Local Government Code, The Commissioners' Court of Houston County, Texas will receive sealed bids on the following:

**PRODUCT: New Pickup for Houston County Office
of Emergency Management and Fire Marshal
See Exhibit A for Specifications**

Bids will be received at the Houston County Auditors Office in the Courthouse Annex, Suite 204 **until 11:00 AM, Friday, February 8, 2019** where they will be publicly opened and read aloud on that date and further to be presented by committee at the regular Commissioners Court meeting on Tuesday, February 12, 2019 in the Houston County Commissioners Courtroom, Houston County Courthouse Annex, Crockett, Texas. All bids shall be labeled with notation in lower left hand corner of envelope as: "Sealed Bid: **EMC TRUCK**". You are welcome to be present at the opening of the bids on February 8 as well as the Commissioners' Court meeting on February 12, 2019.

Contracts for item will be awarded to the successful bidder in accordance with the law for receiving bids for such items. The Commissioners' Court reserves the right to accept or reject any or all bids. **PLEASE USE ATTACHED FORM FOR SUBMITTING YOUR BID.**

Melissa Jeter, County Auditor
Houston County, Texas

HOUSTON COUNTY INVITATION TO BID INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners Court of Houston County, Texas, sealed bids will be received for:

Product: **New Pickup for Houston County Office
of Emergency Management and Fire Marshal
(See Exhibit A for Specifications)**

IT IS UNDERSTOOD that the Commissioners Court of Houston County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Houston County. Pursuant to LGC 262.027 the court may award more than one contract.

BIDS MUST BE placed in an envelope, with **each page manually signed where requested by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

SUBMISSION OF BIDS; Sealed bids shall be submitted to :

HOUSTON COUNTY AUDITORS OFFICE
HOUSTON COUNTY COURTHOUSE ANNEX,
401 EAST GOLIAD, SUITE 204
CROCKETT, TX 75835

Not later than 11:00 AM, Friday, February 8, 2019.

MARK FRONT OF ENVELOPE: “Sealed Bid: **EMC TRUCK**”

ALL BIDS MUST BE RECEIVED IN THE COUNTY AUDITORS OFFICE BEFORE OPENING DATE AND TIME.

CONTRACT: This bid, when properly accepted by Houston County, shall constitute a contract equally binding between the successful bidder and Houston County until the project has been completed. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Houston County Auditor.

FUNDING: Funds for payment have been provided through the Houston County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Houston County fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the County Auditors Office after submission deadline will be considered void and unacceptable. Houston County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Auditors Office shall be the official time of receipt. Bids received after expressed date and time will be returned unopened to the bidder.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of Houston County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Invitation To Bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Houston County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

Bids must be submitted using the quantities and minimum specifications within the bid documents.

ADDENDA: Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Houston County Auditor. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of purchases.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Houston County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Houston County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Houston County from liability, claim or demand on their part, agents., servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Houston County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Houston County reserves the right to award canceled contract to next best bidder as it deems to be in the best interest of the County.

TERMINATION OR DEFAULT: Houston County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Houston County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- 1.) meet delivery or completion schedules;
- 2.) defaults in the payment of any fees; or
- 3.) otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to exercise any or all of the following rights:

- 1.) Houston County may take possession of the assigned premises and any fees accrued or becoming due to date;
- 2.) Houston County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due;

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Houston County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Houston County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Houston County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Houston County, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601fV.T.C.S. Successful bidder(s) is required to pay subcontractors within ten (10) days.

SALES TAX: Houston County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on county property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Houston County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Houston County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Houston County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

NOTE: THIS INVITATION TO BID (ITB) CONTAINS INSTRUCTIONS AND BECOMES THE CONTRACT. THE AUTHORIZED AGENT FOR YOUR COMPANY IS TO SIGN WHERE REQUESTED.

PAGES 1 THROUGH 6 MUST BE SUBMITTED FOR BID TO BE VALID

ANY QUESTIONS concerning this invitation to bid and specifications should be directed to the County Auditors office at 936/544-3255 ext. 234.

EXHIBIT A: TO BE COMPLETED BY BIDDER and returned along with pages 1 through 5.

PRODUCT: New Pickup for Houston County Office
of Emergency Management and Fire Marshal

MINIMUM SPECIFICATIONS:

2019 1/2 Ton	4 Door
Minimum of 5.3 liter gasoline engine	4 Wheel Drive
Automatic Transmission	3.42 Rear Ratio
Color: White	Power Locks/Power Windows
150 Amp Alternator	40/20/40 Split Bench seat
Tinted windows	Pickup Bed Box
Transmission cooling system	Engine Oil Cooler
HID Headlamps	Off Road Suspension package
Driver's side power seat adjustment	Underbody Shield
Keyless Entry	Locking Differential
Recovery hooks	Trailer package
Heavy Duty breaking	Full Size Spare Tire

Estimated Available Date for delivery: _____

Total Bid including tax, title and delivery costs: _____

DATE:

COMPANY NAME:

SIGNATURE

TITLE:

ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:
