

**ORANGE COUNTY
INVITATION TO BID
COVER SHEET**

**JOB NO.
ZODIAC INFLATABLE RESCUE
WATERCRAFT
BOAT/MOTOR/TRAILER 2011**

**Date Due:
DUE NO LATER THAN
JULY 5, 2011
2:00 P.M. CST**

*Bids received later than the date and
time above will not be considered.*

BID FOR: ZODIAC INFLATABLE RESCUE WATERCRAFT BOAT/MOTOR/TRAILER

OFFERORS NOTE!!

*Carefully read all instructions, requirements and
specifications. Fill out all forms properly and
completely. Submit your bid with all appropriate
supplements and/or samples.*

*Please return bid in a comparable size envelope.
Be sure the return envelope shows the
Job Number, Description and is marked
"SEALED BID."*

RETURN BID TO:

**ORANGE COUNTY PURCHASING AGENT
714 POLK STREET
ORANGE, TEXAS 77630**

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone No. _____ FAX No. _____ e-mail _____

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Print Name: _____ TITLE _____

Signature: _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

ACCEPTED BY: _____
ORANGE COUNTY

Date: _____
PURCHASING PERSONNEL

TABLE OF CONTENTS

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately.

It is the Offeror's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

1. **Cover Sheet**
Your company name, address, the total amount of the bid/proposal, and your signature (**IN INK**) should appear on this page.

2. **Table of Contents**
This page is the Table of Contents.

3. **General Requirements**
You should be familiar with all of the General Requirements.

4. **Special Requirements/Instructions**
This section provides information you must know in order to make an offer properly.

5. **Specifications**
This section contains the detailed description of the product/service sought by the County.

6. **Pricing/Delivery Information**
This form is used to solicit exact pricing of goods/services and delivery costs.

7. **Attachments**
 - a. **Residence Certification**
Be sure to complete this form and return with packet.

 - b. **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. Please read carefully and fill out completely.

 - c. **Bid Check Form**
This form applies only to certain forms. Please read carefully and fill out completely.

 - d. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.

 - e. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).

 - f. **Workers' Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.

 - g. **Financial Statement**
When this information is required, you must use this form.

 - h. **Reference Sheet**

 - i. **Other**

From time to time other attachments may be included.

GENERAL REQUIREMENTS
FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

GOVERNING LAW

This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that ORANGE COUNTY may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

BID FORM COMPLETION

Fill out and return to the ORANGE COUNTY Purchasing Department ONE (1) complete bid form, using the label provided. An authorized representative of the offeror should sign the Cover Sheet. The contract will be binding only when signed by ORANGE COUNTY, funds are certified by the County Auditor, as applicable, and a Purchase Order issued.

BID RETURNS

Offerors must return all completed bids to the ORANGE COUNTY PURCHASING DEPARTMENT reception desk at 714 Polk Street, Orange, Texas **before 2:00 P.M. CST** on the date specified. Late bids will not be accepted.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, ORANGE COUNTY's interpretation shall govern.

ADDENDA

When specifications are revised, the ORANGE COUNTY Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package. Each addendum will be posted on the Orange County web-site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web-site.**

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold ORANGE COUNTY harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against ORANGE COUNTY as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

TAXES

ORANGE COUNTY is exempt from all federal excise, state and local taxes unless otherwise stated in this document. ORANGE COUNTY claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the ORANGE COUNTY Purchasing Agent.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to ORANGE COUNTY. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

HIPPA COMPLIANCE

Offeror agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act

Texas Health and Safety code Chapter 181, as amended, collectively referred to as "HIPPA" to the extent that the Offeror uses, Discloses or has access to protected health information as defined by HIPPA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPPA.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts that may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of ORANGE COUNTY to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. ORANGE COUNTY shall act as sole judge in determining equality and acceptability of products offered.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted, as standard colors, NOT colors that require upcharges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the ORANGE COUNTY Purchasing Department and recommendation to ORANGE COUNTY Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The ORANGE COUNTY Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

INSPECTIONS

ORANGE COUNTY reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

TESTING

ORANGE COUNTY reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to ORANGE COUNTY certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

AWARD

ORANGE COUNTY reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court as applicable, and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of ORANGE COUNTY Commissioners Court.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

MAINTENANCE

Maintenance required for equipment bid should be available in ORANGE COUNTY by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If ORANGE COUNTY opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

CONTRACT OBLIGATION

ORANGE COUNTY Commissioners Court must award the contract and the County Judge or other person authorized by the ORANGE COUNTY Commissioners Court must sign the contract before it becomes binding on ORANGE COUNTY or the offerors. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, **the bid must be submitted in hard copy** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County’s published bid specifications, the County’s bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the County’s published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to ORANGE COUNTY until ORANGE COUNTY actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, ORANGE COUNTY may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, ORANGE COUNTY may correct at the offeror's expense.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without an ORANGE COUNTY Purchase Order, signed by an authorized agent of the ORANGE COUNTY Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by ORANGE COUNTY without prejudice to other remedies provided by law. **Where delivery times are critical, ORANGE COUNTY reserves the right to award accordingly.**

CONTRACT RENEWALS

Renewals may be made **ONLY** by written agreement between ORANGE COUNTY and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the ORANGE COUNTY Auditor’s office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

TERMINATION

ORANGE COUNTY reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which ORANGE COUNTY may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to ORANGE COUNTY’S satisfaction and/or to meet all other obligations and requirements. ORANGE COUNTY may terminate the contract without cause upon thirty- (30) days written notice.

RECYCLED MATERIALS

ORANGE COUNTY encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. ORANGE COUNTY will be the

sole judge in determining product preference application.

SCANNED OR RE-TYPED RESPONSE

If in its bid response, offeror either electronically scans, re-types, or in some way reproduces the County's published bid package, then in event of any conflict between the terms and provisions of the County's published bid specifications, or any portion thereof, and the terms and provisions of the bid response made by offeror, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

ELECTRONIC DATA

If offeror obtained the bid specifications on a disk in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. It is preferred that you enter your data on the disk, do a print and then return disk and print out. You must return a hard copy bid and return the disk.

NEW MILLENIUM COPMPLIANCE

All products and/or services furnished, as part of this contract must be year 2000 compliant. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Orange County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Amn. 522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on an Orange County Project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer, or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Orange County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceeding twelve (12) month period. The disclosure questionnaire must be filed with the Orange County Clerk's Office. **A CONCLICT OF INTEREST QUESTIONNAIRE IS INCLUDED TO BE FILLED OUT AND RETURNED.** Refer to Texas Local Government Code, Chapter 176 for the details of this law.

MINIMUM INSURANCE REQUIREMENT

Before commencing work, the successful bidder shall be required, at his own expense, to furnish the Orange County Purchasing Agent within ten (10) days of notification of award with certified copies of all insurance policies showing the following insurance coverage to be in force throughout the term of the contract. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Orange County by certified mail sixty (60) days prior to cancellation or upon any material change in coverage.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000 products/completed operations aggregate). Coverage must be written on an occurrence form. If coverage is written on claims made basis, a retro date no later than the inception date of the contract (or prior thereto) must be applicable during the term of contract and for at least two (2) years after termination of contract. Coverage must be written on an occurrence form Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. A per-project aggregate endorsement must be included.

- (b) Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits of \$500,000 per occurrence each accident/\$500,000 by disease per-occurrence/\$500,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance with minimum limits of \$100,000/\$3000,000/\$100,000 per occurrence or \$500,000 combined single limits for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurance's, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by Orange County.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 per-occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

1. Orange County shall be named as an additional insured with respect to general liability.
2. Orange County shall be named as an additional insured with respect to general liability.
3. All liability policies shall contain cross liability and severability of interest clauses.
4. A waiver of subrogation in favor of Orange County shall be contained in the workers compensation, general liability, and automobile liability coverage.
5. All insurance policies shall be endorsed to require the insurer to immediately notify Orange County of any material change in the insurance coverage.
6. All insurance policies shall be endorsed to the effect that Orange County will receive at least sixty- (60) day's notice prior to cancellation, non-renewal or termination of the insurance.
7. All copies of Certificate of Insurance shall reference the project/contact number for which the insurance is being supplied.

All insurance shall be purchased from an insurance company that meets the following requirements"

1. a financial rating of A:VII or better as assigned by the BEST RATING COMPANY
2. Licensed and admitted to do business in the State of Texas

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

BONDING REQUIREMENTS

BID BOND

A Bid Bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid if bid is over \$25,000.00. A certified check or bank draft payable to the Owner may be submitted in lieu of the Bid Bond. The Bid Bond, upon request will be returned to the Bidder as soon as practical after opening of the bids.

PERFORMANCE BOND

By State statute, local governments must require a performance bond from all contractors where such contracts involve construction, alteration, or repair of buildings or other public works projects in excess of \$1000,000.00. Such bond must be executed by a corporate surety authorized to do business in the State of Texas in accordance with Article 7.19-1 Bond of Surety Company; chapter 7 of the Insurance Code, must be for not less than one-hundred percent (100%) of the contract price, and remain in effect for one year beyond

the date of acceptance by Owner. Performance bonds are conditioned upon “the faithful performance of the work in accordance with the plans, specifications, and contract documents”. These are in effect performance guarantees to assure completion of construction. These bonds are solely for the protection of the Owner.

PAYMENT BOND

A payment bond is one executed in connection with a contract (construction, or repair) to assure payment as required by law to all persons supplying labor and materials in the execution of work provided for in the contract. These bonds are required solely for the protection of all such claimants. These, like performance bonds, must be issued by a State approved surety in accordance with Article 7.19-1 Bond of Surety Company; Chapter 7 of the Insurance Code, must also be for not less than one hundred percent (100%) of the contract price and remain in effect for one year beyond the date of acceptance by the Owner. The \$25,000.00 State requirements (i.e., all contracts over that amount will require the Owner to have one hundred percent (100%) is also the same.

The failure of the successful Bidder to execute such an Agreement and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or read advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, up to the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Owner for a refund.

Insurance And Indemnity

Workers' Compensation Insurance

The Contractor shall demonstrate compliance with all insurance requirements, including Workmen’s Compensation Insurance, as outlined in the Civil Statutes of the State of Texas prior to commencing performance under this Agreement. Contractor shall maintain said insurance in effect during the life of this Agreement. Contractor shall demonstrate compliance with this Section by tendering a true and correct copy of a Declarations Page or other Certificate of Insurance to the Orange County Auditor prior to commencing performance under this Agreement and thereafter as may be reasonably requested by Orange County personnel.

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, Subtitled C, Chapter 171.

ETHICS

The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Orange County.

DESCRIPTIONS

Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired.

PURCHASE ORDER

A purchase order shall be generated by Orange County to the successful bidder(s). The purchase order number must appear on all itemized invoices and packing slips. Orange County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

IN ACCORDANCE WITH PROMPT PAYMENT ACT

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidders(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

SCOPE:

Orange County is requesting bids for a Zodiac Pro-650 Inflatable Rescue Watercraft Boat/Motor/Trailer or equivalent. Bids must be submitted on the attached Bid Form. Must meet the following specifications any deviation must be approved by Orange County Emergency Management personnel.

SECTION 1 – GENERAL INFORMATION

In submitting a bid for supplying these products or services, the Bidder acknowledges the terms and conditions contained within these specifications, or attaches a separate typewritten page of exceptions.

BIDS MAY BE WITHDRAWN PRIOR TO OPENING

Bids may be withdrawn at any time prior to the official opening. Alternations made before opening time must be initialed by Bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners’ Court.

THE COUNTY RESERVES THE RIGHT TO REJECT BIDS

The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

BID MAY BE AWARDED ITEM BY ITEM OR BY LUMP SUM

The County reserves the right to award this contract item by item or to one responsible overall low bidder.

PRICE ERRORS

If the unit price of an item differs from the extended price for quantity bid, the unit price shall govern.

BIDDER MUST BE SOLVENT

The bidder attests that he has not filed for bankruptcy, is not in receivership, nor contemplates the same. Any vendor who is in arrears to Orange County is disqualified from bidding.

SECTION 2 – CONDITIONS OF BID

DELIVERY CHARGES

All delivery charges – freight, inside delivery, installation, etc. shall be included in bid prices. Delivery address: Orange County, 714 Polk Street, Orange, TX, 77630.

ESTIMATED QUANTITIES

11

INITIALS _____

DATE _____

Quantities indicated in the Bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.

FACTORS OF AWARD

The bid award shall be based on, but not necessarily limited to the following factors:

- a. Total bid price
- b. Unit Price
- c. Delivery Date
- d. Results of testing samples
- e. Special needs and requirements of Orange County
- f. Vendor's past performance record with Orange County
- g. Orange County's evaluation of vendor's ability to perform the requirements of the contract
- h. Estimated costs for supplies, maintenance, etc.
- i. Estimated surplus value

METHOD OF PAYMENT

Invoices shall be sent directly to the:

**COUNTY AUDITOR'S OFFICE
123 S. 6TH Street
ORANGE, TX 77630**

Payments are processed after the Auditor's Office has been notified that the items have been received in good conditions and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Orange County Purchase Order Number for speed in processing. The County will only receive delivery for goods as required, and the County shall only be billed for goods ordered and rendered.

BILLING DOCUMENTS AND INVOICES

Billing documents and invoices shall show;

- a. Name and address of vendor
- b. Name and address of receiving department
- c. Orange County Purchase Order number
- d. Description of services provided, including location, and number of containers picked up

EQUIVALENTS OF EQUAL QUALITY ARE ACCEPTABLE

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "or equivalent" if not inserted, shall be implied. The specified article or material shall be understood as descriptive, not restrictive.

SUBSTITUTIONS AFTER AWARD OF THE CONTRACT

After the award of the contract, no substitutions will be made without the prior approval from the County Purchasing Agent. If any item or services on the contract should be discontinued, or become unattainable during the life of the contract, the County Purchasing Agent reserves the right to require possible substitutions. During the life of the contract, tests will be made of supplies at the discretion of the County Purchasing Agent.

1	EA	ZODIAC PRO-650 INFLATABLE RESCUE WATERCRAFT BOAT/MOTOR/TRAILER OR EQUIVALENT			
		DESIRED DIMENSIONS (+ OR – 5%) OVERALL LENGTH: 20’8” / 6.3m; INSIDE LENGTH: 13’8” / 4.165m; OVERALL WIDTH: 8’2” / 2.5m; INSIDE WIDTH: 4’5” / 1.35m			
		BUOYANCY TUBE DIAMETER:1’11” / 0.575m			
		PASSENGERS: 15			
		MAXIMUM PAYLOAD: 3836.0lbs/1740 kg			
		TOTAL WEIGHT: 1256.6lbs / 570 kg			
		AIR TIGHT COMPARTMENTS: 5			
		EUROPEAN DIRECTIVE: C/B			
		SHAFT: EXTRA LONG			
		MINIMUM RECOMMENDED POWER: (hp): 90 / (kW): 87			
		MAXIMUM RECOMMENDED POWER: (hp): 115 / (kW): 87			
		MAXIMUM POWER ALLOWED: (hp): 150 / (kW): 113			
		MAXIMUM SPEED: (km): 85 / (mph):53			
		HULL LENGTH: 17’3” / 5.25m; HULL WIDTH: 5’2” / 1.57m; HULL HEIGHT: 3’4” / 1.015m; HULL ANGLE: 24			

			HULL TO BE: FIBERGLASS DEEP V-SHAPED HULL; MOLDED NON-SKID DECK; 1 BOW D-RING; 2 TOWING RINGS; BOW LOCKER; ALUMINIUM ENGINE SUPPORT PLATE; 1 HIGH VOLUME SELF-BAILER; REAR LOCKER			
			BUOYANCY TUBE: RED REMOVEABLE TUBE SYSTEM; SEMI-RECESSED VALVES; POLYAMID LACING CUFF & SAFETY GRAB LINES; ANTI-SKID PATCH; LARGE PROFILE RUBBING STRAKE; 4 EXTERNAL HANDLES; 1 INTERIOR HANDLE; REINFORCED CONE ENDS			
			STANDARD EQUIPMENT TO BE INCLUDED: BUILT-IN FUEL TANK + FUEL/WATER SEPERATOR; 180 LITRES/47.6 GAL; REMOVABLE STORAGE BOX; 1 BILGE PUMPS; 2 PADDLES; FOOT PUMP; 1 VALVE CAP PRESSURE GAUGE; REPAIR KIT; OWNER'S MANUAL			
			OTHER FEATURES TO BE INCLUDED: LEANING BOLSTER; TACH/SPEEDO; FUEL GAUGE; CONTROL BOX; CABLES, ALUMINIUM PROP; BATTERY; BATTERY SWITCH; NAVIGATION LIGHTS			
			GALVANIZED TRAILER; GUIDES, LED LIGHTS, TONGUE JACK, SPARE TIRE W/MOUNT			
			4 BOW FRAME WITH <u>WHITE</u> FABRIC SUNSHADE			
	1	LT	DELIVERY ADDRESS: ORANGE COUNTY, 714 POLK STREET, ORANGE, TX, 77630			
			ESTIMATED DELIVERY DATE			
TOTAL BID						

BID(S) ARE FIRM FOR _____ DAYS.

Company Name _____ **Phone Number** _____

Representative Signature _____ TITLE _____



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the Local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to the Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Orange County requests Residence

Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person, whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**__ I certify that _____ is a Resident Bidder of Texas as defined in
[Company Name]
Government Code §2252.001.**

**__ I certify that _____ is a Nonresident Bidder as defined in
[Company Name]
Government Code §2252.001 and our principal place of business is _____.
[City and State]**



ORANGE COUNTY PURCHASING DEPARTMENT

714 Border Street
Orange, Texas 77630
Phone (409) 882-7902
Fax (409) 670-4106

January 4, 2011

To All Interested Vendors:

Due to recent legislative changes, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, all vendors who do business with a local government entity is required to complete a conflict of interest questionnaire.

We have attached the questionnaire to this letter and are asking that you complete the form where applicable, sign, date and return it with the attached bid packet.

If you are not submitting a bid, we still must have the questionnaire signed, dated and returned to us within thirty (30) days to ensure your ability to continue doing business with Orange County.

Orange County does appreciate the time and effort expended on fulfilling this request and we are looking forward to our continued business relationship in the future.

If you have any questions, please feel free to contact me at 409-882-7902.

Sincerely,

Connie Cassidy
Purchasing Agent
Orange County