

# ORANGE COUNTY INVITATION TO BID

**CIAP GRANT:  
INSTALLATION OF  
ON-SITE SEWAGE FACILITIES  
OR TIE-INS AT VARIOUS LOCATIONS  
IN ORANGEFIELD TX**

**Date Due:  
DUE NO LATER THAN 2:00 P.M., CST  
TUESDAY, NOVEMBER 15,  
2011**

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

**BID FOR: INSTALLATION OF ON-SITE SEWAGE FACILITIES OR TIE-INS AT VARIOUS  
LOCATIONS IN ORANGEFIELD TEXAS. Coastal Improvement Assistance Program**

### 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 the envelope provided or in a  
comparable size envelope. Be sure that return envelope.  
Description and is marked "SEALED BID."*

RETURN BID TO:

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

For additional information, contact: CONNIE CASSIDY 409-882-7902

### NOTE:

**BIDDERS ARE HEREBY NOTIFIED OF A PRE-BID MEETING TO BE HELD:  
TUESDAY, NOVEMBER 1, 2011 AT THE OFFICE OF THE COUNTY PURCHASING AGENT  
LOCATED AT THE 714 POLK STREET, ORANGE, TX 77630.**

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

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ e-mail \_\_\_\_\_

Print Name: \_\_\_\_\_

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.]

## TABLE OF CONTENTS

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.

**ACCESS TO RECORDS**

In special circumstances, vendor may be required to allow duly authorized representatives of Orange County or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor.

**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, Texas, Texas **before 2:00 P.M.** 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.

**BONDS**

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check are not acceptable.

**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 which 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 which 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 COMPLIANCE**

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 the 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 preceding twelve (12) month period. The disclosure questionnaire must be filed with the Orange County Clerk's Office. **A CONFLICT 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.

## GENERAL INFORMATION

**NOTE: BIDDERS ARE HEREBY NOTIFIED OF A PRE-BID MEETING TO BE HELD: TUESDAY, NOVEMBER 1, 2011 AT THE OFFICE OF THE COUNTY PURCHASING AGENT, LOCATED AT THE 714 POLK STREET, ORANGE, TX 77630.**

### **CHANGES TO BIDS**

Bids may be withdrawn at any time prior to the official opening. Alterations 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 approval of the Orange County Commissioners' Court.

### **ORANGE COUNTY IS TAX EXEMPT**

The County of orange is exempt from Federal excise and State Tax; therefore, tax must not be included in this bid.

### **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**

Orange County reserves the right to award bid as unit price or by lump sum as it deems to be in the best interest of the County.

### **WITHDRAWAL OF BID**

A bid may not be withdrawn or cancelled by the bidder 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.

### **CONTRACT**

This bid, when properly accepted by Orange County, shall constitute a contract equally binding between the successful bidder and Orange County. No different or additional terms will become part of this contract with the exception of a Change Order.

### **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.

### **PRICE ERRORS**

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

### **DELIVERY CHARGES**

All delivery charges –freight, inside delivery, installation, etc. – shall be included in bid prices.

## **VENDOR INSPECTION**

All bidders shall make the necessary inspections to familiarize themselves with all existing conditions involving each location and aspect of this project which may affect the performance of the project and agreement. Failure on the part of the bidder to make an inspection and raise questions or clarification thereof, shall not be grounds for any adjustment to the agreement and awarded price or the period of performance after award is made.

## **NON-PERFORMANCE MAY BE BASIS OF CONTRACT TERMINATION**

Continuing non-performance of the contractor in terms of specifications shall be a basis of termination of the contract by the County. Cancellation by the County may be made on thirty (30) days written notice to the offending vendor. The County shall not pay for work, equipment or supplies that are unsatisfactory. Before termination, vendors will be given a reasonable opportunity to correct the deficiencies.

## **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.

## **BID COMPLIANCE**

Bid must comply with all federal, state, county and local laws concerning this type of project.

## **MATERIAL STANDARDS**

Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice. All materials must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

## **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 terms and lead times
- 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 the vendor's ability to perform the requirements of the contract
- h. Estimated costs for supplies, maintenance, etc.
- i. Estimated surplus value if any

## **METHOD OF PAYMENT**

Invoices shall be sent directly to the:

**COUNTY AUDITOR'S OFFICE  
123 S. 6<sup>TH</sup> STREET  
ORANGE, TEXAS 77630**

Payments are processed after the Auditor's Office has been notified by a County representative that the items or services have been received in good condition and that 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 or services as required, and the County shall only be billed for goods ordered and delivered.

## **REFERENCES**

Orange County requests bidder to supply, with this IFB, a list of a least three (3) references where like items have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

## **BIDDER SHALL PROVIDE**

Bidder shall provide with this bid response, all documentation required by this IFB. Failure to provide this information may result in rejection of bid.

## **SUCCESSFUL BIDDER SHALL**

Successful Bidder shall defend, indemnify and save harmless Orange 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 shall pay any judgment with cost, which may be obtained, against Orange County growing out of such injury or damages.

## **TERMINATION OF CONTRACT**

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

## **TERMINATION FOR DEFAULT**

Orange 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. Orange County reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery or completion schedules, or (2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

## **PATENTS/COPYRIGHTS**

The successful bidder agrees to protect Orange County from claims involving infringements of patents and/or copyrights.

## **CONTRACT ADMINISTRATOR**

Under this contract, Orange County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Orange County Purchasing Department and the successful bidder.

### **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.

### **WARRANTY**

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

### **VENUE**

This agreement will be governed and construed according to the laws of the State of 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 Orange County.

### **SILENCE OF SPECIFICATION**

The apparent silence of these specifications as to any detail or to the apparent omission from it 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.

### **INSURANCE**

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.

- (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 for products/completed operations must be maintained for a least two (2) years after the construction work is completed. 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 at minimum combined single limits of \$1,000,000 per-occurrence 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 insurances, 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. All liability policies shall contain cross liability and severability of interest clauses
3. A waiver of subrogation in favor of Orange County shall be contained in the workers compensation, general liability, and automobile liability coverage.
4. All insurance policies shall be endorsed to require the insurer to immediately Orange County of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that Orange County will receive at least sixty (60) days notice prior to cancellation, non-renewal or termination of the insurance.
6. All copies of Certificates of Insurance shall reference the project/contract 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 it's authorized agent, and shall contain provisions representing and warranting the following:

1. The company is licensed and admitted to do business in the State of Texas, and is a subscriber to The Federal/State Guaranty Fund if applicable.
2. The insurances set forth by the insurance company are underwritten on forms, which have been Approved by the Texas State Board of Insurance.
3. Sets forth all endorsements and insurance coverage's according to requirements and instructions Contained herein.
4. Shall specifically set forth the notice of cancellation or termination provisions to Orange County.

## **BONDING REQUIREMENTS**

### **BID BOND**

A Bid Bond in the amount of 5% of the bid issued by an acceptable surety company shall be submitted with each bid over \$25,000.00. A certified check or bank draft payable to Orange County 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 readvertise 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 readvertising, the defaulting Bidder shall have no claim against the Owner for a refund.

**ORANGE COUNTY  
GENERAL REQUIREMENTS**

**INSTALLATION OF ON-SITE SEWAGE FACILITIES AT VARIOUS  
LOCATIONS IN ORANGEFIELD TEXAS**

The County Of Orange desires to implement an On-Site Sewer Project (PY-2007CIAP) under the general direction of the Texas Community Development Program and is soliciting bids from contractors to provide certain services. There are fourteen projects located within the Orangefield Water Supply Corporation Improvement District. Under the grant, it is required to provide sewer service by the corporation. The system is a Vac Pot system. The corporation has agreed to install the package unit and make the necessary taps for the water and sewer. The district will also provide and install the necessary piping to make the connections to the residential sewer discharge piping.

The attached files are plot plans for each site. It is requested to review the plans and visit the site to provide a total bid for these improvements. The cost is to reflect the abandoning of the septic tanks and shall be done to meet TCEQ standards included in Chapter 285 requirements. Cost should include any permits or fees required by the Orange County Health Department. Extend, adjust or modify all septic lines and terminate to the district's equipment.

**Septic Tanks**

Abandon any and all tanks that are not to be used again for the purpose of holding sewage. These tanks are to have the wastewater removed by the waste transporter, holding a current registration to provide these services. Tanks are to be filled to ground level with suitable fill material with such consistency as to prevent subsequent settling of the fill. Installation must be done by licensed installers and must meet Texas Water Commission standards.

**Plumbing**

Work is to be done by licensed master plumbers. All permits and fees are to be included in the bid amount. All work shall comply with the Standard Plumbing Codes. All work will be coordinated with the Water District. Contractor shall examine the site prior to bidding in order to include all work to be completed. All piping will be schedule forty (40) with a four (4") wastewater and a 3/4" for water lines. All piping shall be tested for leaks before placing in service. All necessary clean outs will be provided and sloped to provide positive drainage.

**Site Drawings**

Every attempt has been made to accurately depict the location of lines, tanks, grease traps, piping & etc. An attempt was made to contact each residence in order to identify all existing utilities. Construction may necessitate some design changes. Any major changes will be submitted to the engineer before construction for revisions and approval. Contact Lester Saucier at 3122 Texas Avenue, Bridge City, TX, 77611 or 409-882-4121.

**CONTRACT TIME;** After installation the system must pass a final inspection done by the authorized

agent/designated representative with the installer within 30 days after installation and the property must be cleaned/dressed back to it's original state as is reasonably possible.

**SUBCONTRACTORS, SUPPLIERS AND OTHERS:** Orange County requests, the identity of any subcontractors, the identity of suppliers/manufacturers of the materials, and application procedures to be submitted with your bid. Orange County reserves the right to reject any proposed subcontractor and or materials it deems to be substandard. The successful bidder and or subcontractor must be a certified representative of the products and materials being used in the execution of this contract.

**NOTE TO PROCEED** – Upon the execution of insurance certificates and contract, Orange County will issue A written Notice to Proceed to the Contractor requesting that he proceed with the work, and the Contractor shall commence work within the stated days after the date of Notice to Proceed.

**GENERAL PROTECTION** – Protection of persons and property shall be provided throughout the progress of the work.

**DISPOSITION OF SCRAP MATERIALS:** All excess removed roofing materials and any rotted materials shall become the property of the contractor and removed from property and disposed of in a proper method.

**ADDITIONAL INFORMATION:**

Remove all excess dirt.

Electrical to be as any normal tie in.

DNR all tanks.

Bid accordingly to allow for any unforeseen work.

**NOTE:**

**ADDITIONAL SPECS:**

**PRICING SHEET**  
**INSTALLATION OF ON-SITE SEWAGE FACILITIES OR TIE-INS AT**  
**VARIOUS LOCATIONS IN ORANGEFIELD TEXAS**  
**(THIS SHEET MUST BE INCLUDED WITH YOUR BID)**

<b>24-00</b>	<b>LEDGEND FOR PROJECT</b>	<b>ORANGEFIELD TIE-INS</b>	<b>DATA SHEETS</b>	<b>BID AMOUNT</b>
<b>DWG#</b>	<b>OWNER</b>	<b>ADDRESS</b>	<b>TELEPHONE</b>	
24-00	GLENN RAY	9122 BESSIE HEIGHTS	409-735-8308	
24-24	DOUGLAS DUBOISE	9070 BESSIE HEIGHTS	409-736-4243	
24-25	ALLEN SCALES	7346 W. GRANGER	409-313-1196	
24-26	JOE GRANGER JR.	9334 TULANE RD	409-745-2420	
24-27	MAYO ROMERO	8395 EDGAR	409-697-2846	
24-28	JASON MILLER	8336 EDGAR	409-735-4930	
24-29	JAMES PHILLIPS	8340 EDGAR	409-792-9020	
24-31	KENNETH ECKERLE JR.	3638 4TH AVENUE	409-497-3095	
24-32	CODY GRAY	3993 4TH AVENUE	409-983-8517	
24-36	RANDY WILSON	3825 WINDY LN	409-920-2607	
24-37	ROBERT BARTHOLAMEW	4089 CARLENE	409-417-9799	
24-38	MELISSA COX	4160 ROBERTS	409-330-0162	
24-40	MARY GRIFFS	5287 FM 408	409-443-1798	

**STATE NUMBER OF DAYS NEEDED TO START THE WORK** \_\_\_\_\_  
**(After notification to proceed)**

**STATE NUMBER OF DAYS NEEDED TO COMPLETE THE WORK** \_\_\_\_\_  
**(AFTER START DATE – TOTAL CALENDAR DAYS FOR ALL LOCATIONS)**

**REFERENCE SHEET**

**LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE ITEMS HAVE BEEN PROVIDED:**

1.    **COMPANY NAME:** \_\_\_\_\_  
      **ADDRESS:** \_\_\_\_\_ **TELEPHONE NO.** \_\_\_\_\_  
      **CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

2.    **COMPANY NAME:** \_\_\_\_\_  
      **ADDRESS:** \_\_\_\_\_ **TELEPHONE NO.** \_\_\_\_\_  
      **CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

3.    **COMPANY NAME:** \_\_\_\_\_  
      **ADDRESS:** \_\_\_\_\_ **TELEPHONE NO.** \_\_\_\_\_  
      **CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

STATEMENT OF PROPOSER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. The Proposer may submit any additional information he desires.

Name of Proposer: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Address: \_\_\_\_\_ Date Incorporated \_\_\_\_\_

Number of Years in contracting business under present name: \_\_\_\_\_

**REFERENCE:**

COMPANYt: NAME, ADDRESS, TELEPHONE & EMAIL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
---------	-----------	-----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

By:(signature) \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
(print name)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_, as SURETY are held and firmly bound unto \_\_\_\_\_ hereinafter called the "Owner", in the penal sum of \_\_\_\_\_ Dollars, \$\_\_\_\_\_, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated \_\_\_\_\_, for \_\_\_\_\_.

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

By: \_\_\_\_\_

Attest By: \_\_\_\_\_

By: \_\_\_\_\_

Attest By: \_\_\_\_\_

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation / Partnership)

and \_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_

Dollars, \$ \_\_\_\_\_ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.



PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counter-parts, each on of (Number)

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ .

ATTEST: \_\_\_\_\_  
(Principal)

\_\_\_\_\_ By \_\_\_\_\_ (s)  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_  
(Address)

ATTEST: \_\_\_\_\_  
(Surety)

\_\_\_\_\_ By: \_\_\_\_\_  
(Witness as to Surety) (Attorney in Fact)

\_\_\_\_\_  
(Address) (Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_ hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_ , a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary) By \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)      \_\_\_\_\_  
(Address)      \_\_\_\_\_  
\_\_\_\_\_  
(Address)      \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness as to Surety) By \_\_\_\_\_  
(Address)      \_\_\_\_\_  
(Address)      \_\_\_\_\_  
\_\_\_\_\_  
(Address)      \_\_\_\_\_  
(Address)      \_\_\_\_\_

# 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 7<sup>th</sup> 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 7<sup>th</sup> 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



## **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, signs, 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

**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]