

**WALLER COUNTY
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT
BID NO. 18-03**

By order of the **Commissioner's Court of Waller County, Texas**, sealed bids will be received for:

**PRODUCE FOOD ITEMS
FOR THE WALLER COUNTY JAIL**

FOR A CONTRACT PERIOD, commencing March 1, 2018 through February 28, 2019.

IT IS UNDERSTOOD that the **Commissioner's Court of Waller County, Texas** reserves the right to reject any and all bids for any or all products and/or services covered in this bid request, and to waive formalities or defects in bids or, to accept such bids as it shall deem to be in the best interest of **Waller County**.

BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract, and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**WALLER COUNTY AUDITOR'S OFFICE
WALLER COUNTY COURT HOUSE
836 AUSTIN STREET, SUITE #221
HEMPSTEAD, TX 77445**

MARK ENVELOPE: **BID NO. 18-03**
Produce Food Items for the Waller County Jail

DUE DATE: 12:00 P.M., FRIDAY, JANUARY 19, 2018

OPENING: 9:00 A.M., WEDNESDAY, JANUARY 24, 2018,
COMMISSIONER'S COURT

AWARDING: 9:00 A.M., WEDNESDAY, JANUARY 31, 2018
COMMISSIONER'S COURT

FUNDING: Funds for payment have been provided through the **Waller County** budget approved by the Commissioner's Court for the 2018 year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the 2018 **Waller County** fiscal year shall be subject to budget approval.

SPECIAL PROVISIONS & REQUIREMENTS

VENDOR INSTRUCTIONS:

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

BID RETURNS:

Bidder must return all completed bids to:

**Waller County Auditor's office
836 Austin Street, Suite 221
Hempstead, Texas 77445**

**** BEFORE 12:00 p.m. by the time clock in the County Auditor's office.**

BID FORM COMPLETION:

Fill out completely and return **ONE ORIGINAL AND TWO (2) COPIES** of bid forms, in a **sealed envelope** plainly identified as **Bid on Produce Food Items, to office of the County Auditor**. An authorized company representative should sign and have notarized the **CERTIFICATIONS AND COMPLIANCE** and the **BIDDER'S CERTIFICATE** as part of the Bid forms. The **TERM CONTRACT** should be signed when submitting the bid to the **Auditor's office**.

AWARD:

Waller County reserves the right to award this contract to the **LOWEST, BEST AND MOST RESPONSIBLE BID** in accordance with laws of the State of Texas. To waive any formality or irregularity, to make award to more than one bidder, to reject all bids or require new bids if in the best interest of the **County**. By law, **Waller County** is not obligated to accept a noncompliant low bid.

CONTRACT FULFILLMENT:

Waller County Commissioner's Court must, by law, award all contracts and the **County Judge** must sign all contracts and agreements before they become binding to the **County**.

Department heads are **NOT** authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for **Waller County**. All supplemental agreements are subject to approval of the **County's Attorney** prior to being signed by the **County Judge**.

Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

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

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

SALES TAX: **Waller County** is exempt by law from payment of **Texas Sales Tax** and **Federal Excise Tax**.

BID AWARD: **Waller County** reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the **County**.

CONTRACT: This bid, when properly accepted by **Waller County**, shall constitute a contract equally binding between the successful bidder and **Waller County**.

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. **The Waller County Commissioner's Court** will make all change orders to the contract, in writing.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to **Waller County**

DELIVERY: All delivery and freight charges (FOB **Waller County** designated location) are to be included in the bid price.

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

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

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

ADDENDA: Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in **Waller County Commissioner's Court**. Addenda will be mailed to all that are known to have received a copy of this Invitation to Bid. Bidder's shall acknowledge receipt of all addenda.

ALL FOOD ITEMS SOLD must be fresh at all times and of current manufacture.

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

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

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

REFERENCES: **Waller County** requests bidder to supply, with this ITB, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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

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

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to **Waller County, all Social Security, Unemployment and Federal Income Withholding Taxes** of all such employees; and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of 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.

TERMINATION FOR DEFAULT: **Waller 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. **Waller County** reserves the right to terminate the contract immediately in the event the successful bidder's fail to:

- 1. Meet schedules;**
- 2. Otherwise perform in accordance with these specifications.**

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

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

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

CONTRACT ADMINISTRATOR: Under this contract, **Waller 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 **Waller County Commissioner's Court** and the successful bidder.

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

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show:

- (a) **Name and address of successful bidder;**
- (b) **Name and address of receiving department and/or delivery location;**
- (c) **Waller County Purchase Order number, and**
- (d) **Descriptive information as to the item(s) delivered, including product Code, item number, quantity, number of containers, etc...**

INVOICES shall show all information as stated above shall be issued for each purchase order and shall be **mailed directly to: Waller County Treasurer**
836 Austin Street, Suite 316
Hempstead, Texas 77445

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

ITEMS supplied under this contract shall be subject to the **County's** approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the **County**. If item is not picked up within one (1) week after notification, the item will become a donation to the **County** for disposition.

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SAMPLES: When requested, samples shall be furnished free of expense to **Waller County**.

WARRANTY: Successful bidder shall warrant that all items/services 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.

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

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

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

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

ANY QUESTIONS concerning this Invitation to Bid and Specifications should be directed to **the Auditor's office at (979) 826-7740**.

BID SHEET

SPECIFICATIONS:

SCOPE: This contract is intended to furnish **PRODUCE FOOD ITEMS** for the **Waller County Jail**, meeting or exceeding the specifications as specified. For a contract period from March 1, 2018 through February 28, 2019.

(This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.)

MINIMUM SPECIFICATIONS FOR PRODUCE FOOD ITEMS.

1. ALL ITEMS WILL BE NON-DAMAGED AND OF THE SAME QUALITY AS ARE SUPPLIED TO OTHER WHOLESALE CUSTOMERS.
2. THE WALLER COUNTY JAIL RESERVES THE RIGHT TO DECIDE WHAT IS SUBSTANDARD MERCHANDISE AND TO REFUSE TO ACCEPT SAME.
3. BIDDER SHALL FURNISH THEIR WHOLESALE SUPPLIER'S PRICE LIST. THIS SHALL INCLUDE THE ACTUAL COST TO WALLER COUNTY.
4. SUCCESSFUL BIDDER SHALL BE REQUIRED TO MAKE DELIVERIES AT TIMES SPECIFIED BY THE WALLER COUNTY SHERIFF'S DEPARTMENT. WALLER COUNTY RESERVES THE RIGHT TO REFUSE ORDERS DELIVERED AT OTHER TIMES.
5. WALLER COUNTY RESERVES THE RIGHT TO AWARD THE BID TO MORE THAN ONE (1) BIDDER.
6. THAT IN ANY SUIT ARISING OUT OF THIS BID, VENUE SHALL LIE IN WALLER COUNTY, TEXAS.

THE UNDERSIGNED BIDDER AGREES TO DELIVER ITEMS ORDERED WITHIN _____ DAYS AFTER THE DATE OF THE PLACEMENT OF THE ORDER.

_____ **HEREBY SUBMITS A BID OF COST TO BIDDER PLUS (+) _____ PERCENT (%).**

BIDDER (COMPANY NAME) _____
ADDRESS _____
CITY _____

SIGNATURE (AUTHORIZED AGENT) _____
AGENT'S NAME (TYPE OR PRINTED) _____
1099 ACCOUNT NUMBER _____

Bidder's Sheet

PLEASE COMPLETE AND NOTARIZE THIS FORM TO BE RETURNED WITH YOUR BID PACKAGE.

CERTIFICATION AND COMPLIANCE

The undersigned Bidder, by signing and executing this proposal, certifies and represents to **Waller County** that the proposal being offered meets or exceeds all requirements and conditions of this bid document and, that they will comply with the contract as set herein by **Waller County** for the bid price.

Firm Name _____

Signed by _____

Printed Name _____

Address _____
(City, State, Zip Code)

Telephone No. _____

Fax Number _____

Date _____

Federal ID No. _____

STATE OF TEXAS
COUNTY OF _____

This Instrument was acknowledged before me on the _____ day of _____,
_____ by _____ vendor's agent for
_____.

Notary Public's Signature

BIDDER'S CERTIFICATE

The 1985 Texas Legislature passed HB 620 relating to bids by non-resident Contractors. The pertinent portion of the Act as referenced in Government Code Title 10 has been extracted and is as follows:

Section 2252.001

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a Resident bidder of _____ (Company Name) Texas as defined in Section 2252.001 Government Code.

Signature, Authorized Agent

Printed Name

I certify that _____ is a Nonresident bidder (Company Name) as defined in Section 2252.001 and our principal place of business is in _____ (City and State)

Signature, Authorized Agent

Printed Name

STATE OF TEXAS COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____ by _____, authorized agent for _____

Notary Public's Signature

TERM CONTRACT

**STATE OF TEXAS
COUNTY OF WALLER**

WHEREAS, THE WALLER COUNTY COMMISSIONER’S COURT did on _____ award to _____ a contract for _____ at the terms and price therein set out;

And

WHEREAS, it is now desired to enter into a written contract in accordance with said bidder and order.

THEREFORE, know all men by these presents, this contract today is entered into by **Waller County**, herein called **County** and the undersigned bidder, hereinafter called **Contractor**.

WITNESSETH, that in accordance with the attached specifications in every particular, the contractor will proceed with contract in accordance with the terms thereof and the **County** agrees to make payments in accordance with the terms of said specifications which are made a part of this contract as though the same are duly written herein.

IN TESTIMONY WHEREOF; Witness our hands at Hempstead, Texas; this day

_____.

Corbett “Trey” J. Duhon III, County Judge

Contractor

By: _____

(IF THIS CONTRACT IS WITH A CORPORATION, it must be executed by an officer thereof hereunto, duly authorized and the seal of the Corporation attached).

CLERK’S CERTIFICATE

The above and foregoing contract was submitted to the **Commissioner’s Court** by the **County Judge** and duly approved by it on _____ according to the Minutes of said Court.

County Clerk