

HOUSTON COUNTY TEXAS EMERGENCY SERVICES DISTRICT 2

P. O. Box 291
Crockett, TX 75835
houstoncoesd2@yahoo.com



BID NUMBER: Ratcliff VFD Truck

INVITATION TO BID

ITEMS: 2024 4X4 DIESEL REG CAB CHASSIS TRUCK

DEADLINE: 06-20-2024 @ 8 am

Date of Opening: 06-06-2024 @ 8 am

Location: Houston County ESD #2 Board Meeting
600 Bradshaw St, Crockett, TX 75835

Date of Award: 06-27-2024 @ 6 pm

Location: 600 Bradshaw St, Crockett, TX 75835

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals must be received in the **MAIL or EMAIL PO BOX 291 Crockett Texas 75835 or Mabenav02@yahoo.com** by the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid item and opening date on the outside of the envelope.*
2. Bids received in the **MAIL or EMAIL** after the submission deadline shall be returned unopened and will be considered void and unacceptable. Houston County ESD#2 Board is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No fax bids will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered or withdrawn without the recommendation and the approval of the Board.
4. The ESD#2 is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid

5. The bidder agrees if this bid is accepted, to furnish any and all materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.
6. The Board reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the ESD#2, granted that such waiver is allowed under federal and state laws.
7. Invoices shall be sent directly to **Kenneth Lair, treasurer**. PO Box 291 Crockett Texas 75835 Payments will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
8. Houston County ESD#2 terms of invoice are net thirty (30) days from statement date.
9. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the determination of the contract by the ESD#2. The ESD#2 shall not pay for supplies which are unsatisfactory. The ESD#2 may give Contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the ESD's termination for non-performance.
10. The bid award shall be based on, but not necessarily limited to the following factors:
 - Total price
 - Special needs and requirements of ESD including delivery date
 - ESD's evaluation of Contractor's ability to provide the materials needed
 - Contractor's past performance record with any Texas County, City, ESD
11. If this bid is accepted and approved by the Board then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
12. The Contractor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.
13. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Houston County, Texas; and, if legal action is necessary to enforce it, exclusive venue shall lie in Houston County, Texas.
14. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
15. This bid, when properly accepted by the Commissioners of the ESD#2 Board, shall constitute a contract equally binding between the successful bidder and Houston County. No different or additional terms will become a part of this contract.

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16. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE ESD AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.**

17. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,



William Money,
President, Houston County ESD2

**HOUSTON COUNTY, TEXAS
JIM LOVELL, COUNTY JUDGE
401 E. GOLIAD, STE 201, CROCKETT, TX 75835
936-544-3255 X 224 – FAX-936-544-8053**

CONTRACT

**STATE OF TEXAS
COUNTY OF HOUSTON**

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Houston County ESD #2 Board Members as the governing body of Emergency Services District #2 did on _____, 20_____ award a contract to _____ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Houston County Emergency Services District 2 (hereinafter called "ESD#2") and the undersigned Contractor (hereinafter called "Contractor" or "Bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the ESD#2's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the ESD#2.

PRIOR AGREEMENTS SUPERSEDED

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

AMENDMENT

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

IN TESTIMONY WHEREOF: Witness our hands at Houston County, Texas, effective as of the date awarded above, if any.

EMERGENCY SERVICES DISTRICT 2

BY _____
William Money, President, ESD#2

ATTEST: _____


CONTRACTOR

Name of Contracting Company

Contact Name

Title

Mailing Address

City State Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone Fax E-mail address

****Failure to sign the contract page(s) may disqualify the bid from being considered by the ESD#2 Board. However, this contract is not valid until awarded in ESD#2 Board meeting and signed by both parties.**

SPECIFICATIONS/REQUIREMENTS

1. MINIMUM SPECIFICATIONS – 2024 4X4 DIESEL REG CAB CHASSIS TRUCK

MINIMUM SPECIFICATIONS:

- **2024 or NEWER**
- **LESS THAN 1,000 MILES**
- **VINYL FLOORING**
- **TIRES 225/70R 19.5 OR COMPARABLE**
- **REGULAR CAB / 145” WHEELBASE CHASSIS**
- **10 SPEED AUTO TRANSMISSION**
- **TRAILER/TOWING/PAYLOAD HAULING PACKAGE**
- **MINIMUM 6.6L/V8 DIESEL ENGINE**
- **EXTRA HEAVY-DUTY FRONT-END SUSPENSION**
- **WARRANTIES**
 - **3YR/36,000 BUMPER TO BUMPER**
 - **5YR/60,000 POWERTRAIN/ROADSIDE ASST**
 - **5YR/100,000 DIESEL ENGINE**

2. **Scope** - Vendor shall provide ESD#2 with the specified supplies and services to meet or exceed the specifications listed below. Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a period beginning on the award date and ending one year later.

3. **Delivery** – The delivery date must be submitted to the ESD#2 Board with the total price for the item requested.

4. **Delays** - Supplier will be required to notify the ESD#2 President and the designated representative placing an order in the event of unforeseen delays in the delivery of specified shipments.

If the Supplier fails to deliver by the specified delivery date or is unable to give acceptable reasons for the delay, ESD#2 reserves the right to cancel the portion of the order(s) that the Supplier has failed to deliver and purchase it elsewhere, charging the difference in price to the Supplier awarded the contract.

5. **HB 1295** - Vendor must complete Form 1295 online with the Texas Ethics Commission (“TEC”). The TEC website can be accessed at <http://www.ethics.state.tx.us/file/>. Business entities MUST complete Form 1295 online prior to contracting with Houston County.

- a. Upon completing the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique “Certificate Number” that is stamped in the upper right hand corner of the form.

- b. The business entity must then execute a hard copy of the form and submit it to Houston County with the submitted bid documents. Failure to submit Form 1295 with bid documents will result in disqualification.
 - c. Example form can be found on Page 9.
6. **Conflict of Interest Questionnaire** - Beginning January 1, 2006 a new state law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses. The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the ESD#2 members and other appointed officials or representatives.
- a. The law applies to:
 - i. Businesses and individuals who contract with ESD#2,
 - ii. Businesses and individuals who seek to contract with ESD#2, (regardless of whether a bidder is awarded the contract), and
 - iii. Agents who represent such businesses in their business dealings with ESD#2.
 - b. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.
 - c. This form can be accessed at <https://www.ethics.state.tx.us/forms/CIQ> and must be returned with the submitted bid documents. The form is on Page 10 and Page 11.
7. **References** – Provide at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided on attached form – Page 12.
8. **Request for Taxpayer Identification Number and Certification** – Vendor must complete a W-9 Form as attached with bid documents. See Page 13.

BID SHEET
TO BE COMPLETED BY BIDDER

2024 4X4 DIESEL REG CAB CHASSIS TRUCK	
PRICE OF TRUCK:	\$
Estimated Pickup/Delivery Date:	
COMMENTS:	

MINIMUM SPECIFICATIONS:

- **2024 or NEWER**
- **LESS THAN 1,000 MILES**
- **VINYL FLOORING**
- **TIRES 225/70R 19.5 OR COMPARABLE**
- **REGULAR CAB / 145" WHEELBASE CHASSIS**
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- **WARRANTIES**
 - o **3YR/36,000 BUMPER TO BUMPER**
 - o **5YR/60,000 POWERTRAIN/ROADSIDE ASST**
 - o **5YR/100,000 DIESEL ENGINE**

Submitted by:

Company Name: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no interested party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Legislature, Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). (SEE BACK OF FORM FOR COMPLETE DEFINITIONS)

By law this questionnaire must be filed with the *Houston County ESD#2, P. O. Box 291, Crockett, TX 75835* not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *Section 176.006(a-1), Local Govt Code.*
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code.
An offense under this section is a misdemeanor.

If Vendor has an affiliation with any local government officer (appointed or elected) –vendor must complete the rest of the form.
If none, complete section 1, write *NONE* in section 3, sign and date section 7, then return form.

1 Name of vendor:

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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer vendor has an affiliation / family relationship / business relationship with:

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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