

**Bid# 2016-603**



**REQUEST FOR SEALED BIDS FOR:**

**Sale of Gregg County Property:**

**Property ID: 20402**

**(AB 117 S Jackson SUR TR 90)**

*off of Lucy Drive 75602*

**RETURN DEADLINE IS NOT LATER THAN: 2:00pm, Monday, November 30, 2015**

**For inquiries please call:**

Kelli Davis, CPPB

County Purchasing Agent

Phone: (903) 262-2684

**BIDS RECEIVED LATER THAN THE TIME AND DATE SET FORTH ABOVE WILL NOT BE CONSIDERED FOR AWARD BUT INSTEAD WILL REMAIN UNOPENED AND WILL BE RETURNED TO VENDORS WHEN POSSIBLE!**

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## II. Instructions

1. Bids will be opened in the Purchasing Conference Room, 101 E. Methvin, St. 205, Longview, Texas 75601
2. Carefully read all portions of the bid package and fill out all forms completely.
3. Fill out **all** forms properly and completely.
4. Signatures must be handwritten and in ink.
5. Original bid packages with original signatures must be submitted to the Gregg County Purchasing Department before the deadline. Hand delivered bids will be received at the same address mentioned above.
6. **All bids must be sealed** when returned to Gregg County.
7. Bid number **must be noted** on the outside of sealed return envelope.
8. Respondents or representatives of the Respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Gregg County including the County Judge and Commissioners concerning this Bid except for questions concerning the Bid by Respondents directed through Kelli Davis, Gregg County Purchasing Agent by email to [kelli.davis@co.gregg.tx.us](mailto:kelli.davis@co.gregg.tx.us). Failure to comply with this guideline could result in immediate disqualification from the bid process.
9. Late bids will not be accepted.

### III. Terms and Conditions

**Bids are solicited for sale of Gregg County Property ID: 20402 (AB 117 S Jackson SUR TR 90) off of Lucy Drive 75602**

**By returning this bid with price quoted, bidders (hereinafter, the “Respondent”) certify, agree and understand the following:**

1. Alternate bids will not be considered unless authorized by bid. If there is any question as to the specifications/information or any part thereof, Respondent may submit to the Gregg County, Texas Purchasing Agent, a request for clarification via email only. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Gregg County of the bid or final executed contract. Termination in whole or in part, by the County may be made solely at the County’s option and without prejudice to any other remedy to which Gregg County may be entitled by law or in equity, or elsewhere under this Bid or the Contract, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this Contract shall cease upon the date specified in such notice. Gregg County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the bid sheet(s).
4. Respondent shall make all inquiries necessary to be thoroughly informed as to the information and all other requirements proposed in the bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
5. Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County’s attorney prior to signature by the authorized County official.
6. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
7. Gregg County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in bids tendered. Bid prices offered must be complete and all inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in bid prices.

8. Gregg County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Gregg County.
9. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Bids may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
10. Respondents or representatives of the Respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Gregg County including the County Judge and Commissioners concerning this Bid except for questions concerning the Bid by Respondents directed through Kelli Davis, Gregg County Purchasing Director by email to kdavis@Gregg-county.com. Failure to comply with this guideline will result in immediate disqualification from the bid process.
11. **The completion of the conveyance of the property to the successful bidder will involve the execution of the additional legal documents commonly called closing documents, including but not limited to, for example, a deed, which will occur later at the closing of the sale. All closing costs shall be paid by successful purchaser/bidder of the property.**
12. No Warranties or Representations Made by COUNTY. It is a material term and condition of the sale that the Property shall be sold **“AS IS, WHERE IS, WITH ALL FAULTS”**. **COUNTY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED EXECUTED AT CLOSING OF THE SALE. IT IS UNDERSTOOD AND AGREED THAT COUNTY IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS (SPECIFICALLY MAKING NO WARRANTY OF COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT OF 1990), INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BIDDER MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS) OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY;**

**(iii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (iv) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. BIDDER AGREES THAT WITH RESPECT TO THE PROPERTY, BIDDER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF COUNTY OR ANY AGENT OF COUNTY. BIDDER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BIDDER'S CONSULTANTS, AND THAT BIDDER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BIDDER'S INSPECTIONS AND INVESTIGATIONS. BIDDER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, COUNTY SHALL SELL AND CONVEY TO BIDDER AND BIDDER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY COUNTY, ANY AGENT OF COUNTY OR ANY THIRD PARTY. COUNTY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, EXCEPT FOR THE SPECIAL WARRANTIES CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING. BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY. COUNTY EXPRESSLY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY INFORMATION PROVIDED BY ANY TITLE COMPANY, GOVERNMENTAL ENTITY, SURVEYOR, OR ANY OTHER SOURCE, WHICH MAY BE PROVIDED AS A PART OF THE BID DOCUMENTS OR IN CONNECTION WITH THE BID PROCESS. SUCH INFORMATION IS BEING SUPPLIED SOLELY FOR THE PURPOSE OF DISCLOSING THE INFORMATION WHICH COUNTY HAS IN ITS POSSESSION REGARDING THE LOCATION AND TITLE TO THE PROPERTY AT THE TIME OF BID SOLICITATION, UPON THE CONDITION AND WITH THE UNDERSTANDING THAT EACH BIDDER IS REQUIRED TO CONDUCT AND WILL IN FACT CONDUCT, ITS OWN INDEPENDENT DETERMINATION OF THE CONDITION, MERCHANTABILITY, FITNESS AND USABILITY OF THE PROPERTY FOR THE BIDDER'S PURPOSES, INCLUDING ENVIRONMENTAL, TITLE AND ACCESS MATTERS, AND THAT THE BIDDER WILL BE RELYING SOLELY ON SUCH DETERMINATION IN ACQUIRING THE PROPERTY.**

13. Representations and Warranties by Bidder to County. At the time of submission of its Bid and again at the time of execution of the Agreement, Bidder shall be deemed to have made the following representations and warranties to COUNTY:
- There are no impediments to Bidder's ability to perform the obligations required of Bidder by the Agreement, including but not limited to legal constraints or obligations to third parties.
  - Persons signing the Agreement on behalf of Bidder are authorized to act on behalf and in the name of Bidder, and that by affixing their signature thereto they will legally bind Bidder to each and every provision of the Agreement.
  - Gratuities, in the form of entertainment, gifts, personal or political favors, or otherwise have not been offered or given by Bidder, its employees, officers, representatives or agents, to representatives or employees of COUNTY, where such gratuity was offered or given with the intent to: secure any Bid award, or any other favorable treatment or consideration, or affect the public auction process which preceded said award; obtain any amendment thereto; or obtain or influence the making of any determination respecting the performance under the Agreement.
  - To the best of its knowledge and that of its employees, agents and representatives, no officer or employee of COUNTY has any financial interest, direct or indirect, in the sale and transfer of the Property by COUNTY to Bidder. The existence of such interest within the knowledge of Bidder or its officers, agents, representatives or employees, expressed or implied, shall be grounds for voiding of the Agreement at COUNTY's sole discretion.
  - Bidder is solvent and no claim of any character or nature exists or is anticipated which would change the solvent status of Bidder. Bidder has, or will have at the time of closing of the sale, the financial ability to perform its obligations under the agreement to purchase the Property.
14. Right to Reject Any and All Bids.
- COUNTY reserves the right to reject any and all Bids for any reason, including but not limited to any failure of a Bid to be accompanied by any material required by the Bid Documents (or later requested as described in the Bid Documents), or to reject a Bid which is in any way incomplete or irregular.
  - COUNTY shall have the right to waive any formality or any irregularity in any Bid(s) received, and to accept the Bid which, in COUNTY's sole judgment is in COUNTY's own best interest.
  - Because of the potential complexity of this transaction, COUNTY further reserves the right to discuss with any of the Bidders after the Bid opening issues that may relate to performance under the terms of the Agreement.

15. **Closing Costs.** Any fees and closing costs shall be paid by Purchaser. Purchaser shall pay all costs including but not limited to any updated title commitment, title policy, new Survey, the fee for the recording of the Deed, and costs of any endorsements or “survey deletions” to the Title Policy, and Title Company inspection fees. Each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction which is the subject of this Agreement.
16. **Indemnity.** Purchaser hereby indemnifies Seller against and agrees to defend and hold Seller harmless from and against any and all claims, costs, expenses (including reasonable attorneys' fees), damages, causes of action and liabilities of every kind and nature whatsoever, arising out of (i) the ownership and operation of the Property after the Closing; (ii) any and all activities related thereto, including, without limitation, any injury to tenants, invitees, licensees, guests, customers or other persons injured on the Property after the Closing; and (iii) any failure on the part of Purchaser to perform any obligation which it assumes under this Agreement or any of the documents executed at Closing. Should Seller receive notice of any actual or asserted claim, costs, expense, damage, cause of action or liability for which it desires to be held harmless and indemnified, it shall send notice thereof to Purchaser.



## Property Information & Bid Sheet

**Bids are solicited for the sale of the Gregg County Property located off Lucy Drive, Longview Texas 75602. Property ID#20402. AB 117 S JACKSON SUR TR 90**

NOTE: The completion or conveyance of this property to the successful bidder will involve the execution of additional legal documents commonly called closing documents, including but not limited to, for example, a deed, which will occur later at the closing of the sale of this property. All closing costs shall be paid by the successful purchaser/bidder of the property.

**Gregg County has set a minimum bid of \$20,000 for this property.**

**Respondents/Bidders shall provide the following information as part of this bid:**

- A. Form of business; if any. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
- B. Name and Contact Information of Buyer
- C. Bid amount & Description of intended method of purchase
- D. Signed Vendor Disclosure Form and Statement of Authenticity
- E. Signed Terms and Conditions

**Property Description:**

- A. Description: Lot of parcel or land, Property ID 20402 off of Lucy Drive in Longview, Texas. Volume 2252, Page 75, Land Records of Gregg County Texas.
- B. Land: 0.25 acres

Bids are to be presented with the understanding that the building and/or site is being purchased "AS IS".

**Purchase Bid Price:**     \$ \_\_\_\_\_

**Method of purchase:** \_\_\_\_\_

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## EVALUATION

**Award:** Bid Award if any shall be based on the following:

- A. Price
- B. Method of Purchase
- C. Bid completion
- D. Bidder responsibility
- E. Any other factor as deemed in the “best of interest of Gregg County”

***CERTIFICATION OF ELIGIBILITY***

By submitting a bid or Bid in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is ***not*** on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/Bid submission and time of award, the bidder/proposer will notify the Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**BID SIGNATURE FORM**

The undersigned agrees this bid becomes the property of Gregg County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees if this bid is accepted, to furnish any and all items/services 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 will be ninety (90) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Gregg County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Gregg County prior to the official opening of this bid.

Vendor hereby assigns to purchase any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. **Failure to sign and return this form will result in the rejection of the entire bid.**

**Signature** \_\_\_\_\_ **X**

Company Name	
Address	
City/State/Zip Code	
Phone:	Office:                      Fax: Cell:                              Email:
Print Name	
Job Title	

To: Vendors of Gregg County, Texas  
From: Kelli L. Davis, CPPB, Purchasing Agent  
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Attached, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through bid return, fax, or email. Please see contact information below.

**Gregg County Clerk**

Gregg County Courthouse  
101 East Methvin, St. 200  
Longview, Texas 75601  
Ph; 903-236-8430

**Gregg County Purchasing Department**

Email: [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)  
Ph: 903-237-2684  
Fx: 903-237-2682

***Applicable Law***

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no 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, Texas Local Government Code.



Gregg County Purchasing Department

Kelli L. Davis, CPPB Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75604

Phone (903) 237-2684 Fax (903) 237-2682 [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us)

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October 26, 2015

To: Julie Ross <[jross@news-journal.com](mailto:jross@news-journal.com)  
Longview News-Journal

From: Kelli L. Davis, CPPB

Subject: Advertisement Bid# 2016-603 Sale of Real Property

Please run the following ad on 10/28/15 and 11/04/15 in the Longview-News Journal.

PUBLIC NOTICE

Sealed bids will be received by the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on or before **Monday, November 30, 2015 by 2:00 PM** for Bid No.2016-603, Sale of Real Property ID: 20402, AB 117 S Jackson SUR TR 90 *off of Lucy Drive 75602*. Late Bids will not be accepted. Bid Packets will be available on county website at [www.co.gregg.tx.us](http://www.co.gregg.tx.us) on the Purchasing Department web page, or request by e-mail at [purchasing@co.gregg.tx.us](mailto:purchasing@co.gregg.tx.us) or by calling (903) 237-2684. Gregg County reserves the right to accept or reject in whole or in part any bids received and to waive any irregularities or formalities in the best interest of Gregg County

**THE PROPERTY SHALL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PURCHASE THE PROPERTY BY PAYMENT IN FULL IN CASH OR BY CASHIER'S CHECK AT THE TIME OF CLOSING.**