



Formal Invitation for Bids (ITB)

Bid 2016-68

Annual Contract for Auctioneering Services

Due: September 18, 2015 before 2:00p.m.

Public Notice

Notice is hereby given that Webb County is currently accepting sealed bids for an Annual Contract for Auctioneering Services. All Bids are subject to the Terms, Conditions, & Provisions, of this ITB.

The accompanying price schedule(s), terms, conditions, provisions, specifications, and all other forms in this bid package are ***due before 2:00p.m. (Central time), on September 18, 2015***. Bids Received after the due date and time will not be accepted. All bids will be formally opened and read publicly at 2:00pm on September 18, 2015 at the Webb County Clerk's Office located at 1110 Victoria-Suite201, Laredo, TX 78040.

Copies of this bid package are available on our website:

<http://www.webbcountytexas.gov/PurchasingAgent/SolicitationAnnualContracts/>

Please submit one (1) original bid package in a sealed envelope clearly marked:
Bid 2016-68 Annual Contract for Auctioneering Services

Please Mail or Hand Deliver bids to:
Webb County Clerk's Office
1110 Victoria-Suite 201
Laredo, TX 78040

1.0 Conditions

- a. All bid quotations must be submitted with specification forms included in this bid package. Webb County will not accept price schedules that are submitted on forms other than those furnished in this bid package.
- b. Webb County reserves the right to hold all bids for a period of thirty (30) days from the date of the bid opening, without taking action thereon.
- c. Webb County reserves the right to reject any and all bids, to waive defects and formalities in such bids, and to award a contract to the vendor which it considers has submitted the bid with the overall best value.
- d. Webb County reserves the right to select a primary and secondary vendor, and or to select multiple vendors for this contract.
- e. It is a requirement of the bidder to acquaint fully with the conditions of the specifications. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.
- f. Bidder must fill out all portions of the bid unless otherwise stated in the bid package.
- g. **Term of Contract shall be for the period beginning October 01, 2015 and terminating September 30, 2016.**
- h. **Contract Extension:** Webb County will consider extending this contract for one (1) additional year contingent upon pricing remaining constant during the extension period. *Please indicate below if your company would be interested in an extension.*

YES _____ NO _____

2.0 Price Schedule Form & Specifications

Item 1: Onsite, LIVE Auctioneering Services

BIDDER must fill in the necessary information pertaining to discounts, price list, and schedules.

Overview: Webb County is soliciting sealed bids from qualified vendors for auctioneering services. Auctions should take place on a site or place that is mutually agreed upon by the county. During contracted period, auctions will be held periodically at intervals mutually agreed upon by the county and the vendors. Bids will be held periodically at intervals by the county unless and until a written purchase order and/or other necessary contractual documents have been issued and signed by an authorized representative of the county.

AUCTIONEERS FEES

Please state your fee _____% of Net Sales for surplus items.

Please state your fee _____% of Net Sales for Vehicles

AUCTIONEERS CERTIFICATE

Certificate Number _____

AUCTION SITE _____
(PHYSICAL ADDRESS)

Requirements for Onsite Auctioneering:

- Auctioneer will be responsible for the entire operation of the auction. This includes but is not limited to, using professional skill, knowledge, and experience to the advantage of the county. The auctioneer must assume responsibility of answering all auction inquiries from the general public; arrange all items, place all auction items to the auction site, and disperse of all items auctioned.
- The auctioneer will be responsible for ensuring the prompt removal of sold merchandise from the auction site. Merchandise must be categorized and inventoried by auctioneering personnel. The items should be sold individually if possible, or if it is in benefit to the county in lots consisting of like items.
- The selected auctioneering company will provide the necessary personnel and equipment to conduct auction. **Auctioneer must provide adequate personnel for item previewing by potential auction bidders. (Preview dates will be one day before auction date and 2 hours previous to auction start on the date of the auction.)**
- The selected auctioneering company equipment will consist of the following at a minimum:
 - Public Address System utilized to record the reading of items, conditions, and the actual auction transactions. Auction audio and/or video recording will become property of the county at the end of the auction.**
 - A sign containing promotional material regarding the auction is required. The sign will have a minimum dimension of 4'x6', and it will be installed at auction site by auctioneering company personnel.**
 - A mobile office setup must be provided by the auctioneer in which the pre-registration, payment transactions, and checking out procedures will be conducted.**
- The selected auctioneering company will sell the items to be auctioned to the highest bidder. It will also be responsible for collecting and securing the proceeds. Sales tax of 8.25%, if applicable shall be included. Responsibility over the proceeds will belong to the auctioneering company until proceeds are turned over to the county. Auctioneer must provide a detailed listing of all sales transaction at the end of the auction. This list will include at the minimum each items sold with the respective price and a grand total of all sale proceeds.
- The auctioneer will be responsible for providing proof of valid Auctioneer's License, sales tax permit, and any and all auctioning permits required.
- The county reserves the right to request information in order to determine the qualification of the auctioneer. The auctioneer shall provide such information in writing to the county. Failure to comply with this requirement may result in disqualification of response.
- The auctioneer will be responsible for advertising. Advertisements must include at a minimum, the delivery of mailing list, consisting of detailed description of individual items and item lots to be auctioned. Recipients of the mailing list must include specialized auction buyers, attendees of previous auctions, and anyone in general responding to the public notice. The auctioneer must also advertise the auction, including the item list, in the Laredo Morning Times and other area daily/weekly newspapers. The ad should be placed for (2) two consecutive weekends prior to the date of auction.
- The auctioneer will conduct pre-registration the morning of the auction. Registration responsibilities will include obtaining valid identification for prospective bidders and handing out bidder numbers for buyer identification purposes.
- The auctioneer will be responsible for submitting proof of workers compensation and general liability insurances.
- The auctioneer shall indemnify and hold harmless the county its officers and employees from any claim, liability, injury, expense, or loss arising out of auctioneer's performance.
- All applicable Federal, State, and local laws will apply to the contract in the entirety of its item.
- The county reserves the right to add or delete items as deemed in its best interest.

3.0 Additional Terms, Conditions, & Provisions

Purchase Orders: Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

Invoices: all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered.

To ensure prompt payment all **ORIGINAL** invoices must be mailed or hand delivered by the vendor to the following address:

**Webb County Purchasing Dept.
c/o Accounts Payable
1110 Washington, Suite 101
Laredo, TX 78040**

Unit Price: Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

Taxes: Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in bid prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

Substitutes: Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

Capacity: Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

Delivery:

Delivery to be made within 24 hours from request

Contract:

This contract will be awarded to the lowest, responsible bidders. The county reserves the right to award the contract to the bidders with the lowest price and/or overall Best Value. The county may award contracts to various bidders depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

Award of Bid:

Bidder must bid on all items on each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower than quantities specified. If bidder is unable to bid on a particular item, please provide a written explanation.

Availability of Funds for Next Fiscal Year:

Funds are not presently available for performance under this contract beyond September 30, 2015. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2015 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

Payment of Bills:

It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/ or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

Delinquent Taxes:

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a bid/proposal.

References:

Webb County requires proposer to supply with this proposal, 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

Legibility: Proposals must be legible and of a quality that can be reproduced.

FOB Destination:

All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

Additional Terms, Conditions, & Provisions Continued

Estimated Quantities:

The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

Statements:

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/ requirements.

Pricing: Pricing provided in the bid by the vendor **must remain constant** for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts.

Other Fees, Charges, Surcharges: Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

Quote Fees: If a vendor is providing an estimate for work not under contract, the vendor must identify the estimate fee prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and or estimates.

Termination: The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

Ethics: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

Proprietary Information:

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Furnished Forms: All bids should be submitted on furnished forms. Bids submitted on forms other than those provided by Webb County will not be considered.

Open Market: If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

Specification Clarification: If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the BID/RFP/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website (www.webbcountytx.gov), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the BID/RFP/RFQ, and will be answered, and posted on the Webb County website.

4.0 Vendor Information Form

Name of Company: _____

Address: _____

Phone: _____

Email: _____

Signature of Person Authorized to Sign Bid:

(Signature)

(Printed Name)

(Title)

Vendor to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

(Date)

IMPORTANT

Vendor must complete this bid document in its entirety in order for it to be valid

5.0 PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.(Business Name)

_____ owes no property taxes as a resident of Webb County.(Business Owner)

Person who can attest to the above information

*** SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

Webb County

6.0

Conflict of Interest Disclosure

Effective January 1, 2006, 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 filled with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo, 341st Judicial District
8. Judge Monica Notzon, 111th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly 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 who has a business relationship 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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

7.0 CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor/Potential Contractor

Vendor ID # or Social Security #

Program #

Name of Authorized Representative

Signature of Authorized Representative

Date

8.0 CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

- Yes
 No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

9.0

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

Dr. Cecilia May Moreno
Webb County Purchasing Agent



CHECK LIST

This check list is required for all Bids, Requests for Proposals (RFPs), & Requests for Qualifications (RFQs). Please check off each item that applies.

- Is Bid Package being submitted within due date & time?
- Is the name and address of the bidder on the top left hand side of envelope
- Is the bid number, bid title, and due date written on the outer part of a sealed envelope?
- Have Specifications been reviewed?
- Have Terms, Conditions, & Provisions been reviewed?
- Has unit pricing for all items been provided in furnished forms (if applicable)?
- Has extended pricing been calculated (if applicable)?
- Have grand totals been provided and reviewed for accuracy (if applicable)?
- Has Vendor Information Form been filled out and signed?
- Has Proof of No Delinquent Taxes (Business or Property) Form been filled out and signed
- Has Conflict of interest questionnaire been filled out and signed?
- Is Certification Regarding Debarment (Form H2048) included?
- Is Certification Regarding Federal Lobbying (Form H2049) included?
- Is a copy of Liability Insurance and Worker's Compensation Certificate included?

Signature of person completing bid.