

# DELTA COUNTY

200 West Dallas Avenue  
Cooper, Texas 75432  
903-395-4400

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## **Bid Cover Sheet**

### **INVITATION TO BID:**

SALE OF LAND: DELTA COUNTY APPRAISAL DISTRICT (DCAD)

Property ID#: 4432 and 4433 - GEO ID#: 0354-0002-0000-03 and 0354-0002-0001-01;  
26 HWY 24 and 30 HWY 24, COOPER, TX 75432

**Receipt of Bids Closing Time:** September 8, 2023, 4:00 p.m.

**Bid Opening Time:** September 12, 2023, 9:00 a.m.

**Bid Opening Location:** Delta County Courthouse – 200 West Dallas Avenue,  
Cooper, Texas 7532

**Minimum Bid:** \$300,000.00

**For Information Contact:** County Judge Tanner Crutcher at 903-395-4400 ext. 226 or  
by email at [tcrutcher@deltacountytx.com](mailto:tcrutcher@deltacountytx.com)

**Attention: Showing of the property will be conducted by appointment only.**

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**Submittals:** To be responsive the following items are required to be submitted with  
the bid.

1. Bid Invitation Cover Sheet
  2. Bid Response Form
  3. Cashier's Check (1% of Bid)
  4. Conflict of Interest Questionnaire
- 

The undersigned agrees if this bid offer is the highest bid, to fully comply in strict  
accordance with the invitation, bid, and provisions of Delta  
County bid processing.

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

**Company:** \_\_\_\_\_

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

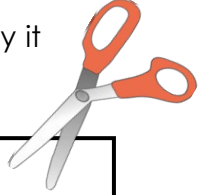
**Date:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

# **INVITATION TO BID**

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



**SEALED BID ■ DO NOT OPEN**

**BID No. 2023-01**

**SALE OF LAND:** DCAD PROPERTY ID#: 4432 and 4433

**BID OPENING:** September 12, 2023 @ 9:00 A.M. CDT

**For Information Contact:**

Office of the County Judge  
County Judge Tanner Crutcher  
903-395-4400 ext. 226  
tcrutcher@deltacountytx.com

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

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Bids must be addressed to:

**TANNER CRUTCHER**  
**200 West Dallas Avenue**  
**Cooper, Texas 75432**

## INSTRUCTIONS FOR BIDDERS

### I. NOTICE OF SALE OF PROPERTY

Sealed bids addressed to the Commissioners Court of Delta County for the purchase of **Delta County Appraisal District (DCAD) Property ID# 4432 and 4433 located at 26 HWY 24 and 30 HWY 24, COOPER, TX 75432** will be accepted (with a minimum responsive bid of not less than \$300,000.00) in the Delta County Courthouse, 200 West Dallas Avenue, Cooper, Texas 75432 until 4:00 p.m., September 8, 2023. This Property is listed as 4.08 acres, more or less, as follows: GEO ID: 0354-0002-0000-03 and 0354-0002-0001-01 with metes and bounds viz:

#### Field Notes – 4.08 Acres

Situated about 4200 feet, North 69° West from the square, in the City of Cooper, in the County of Delta, State of Texas, a part of the John Turner Survey #354 and being all of a called 2.897 acre Tract One and a 1.1795 acre Tract Two conveyed to Kevin Carter and Lisa Carter by deed recorded in Vol. 354, Page 328 of the Official Public Records of said County and State.

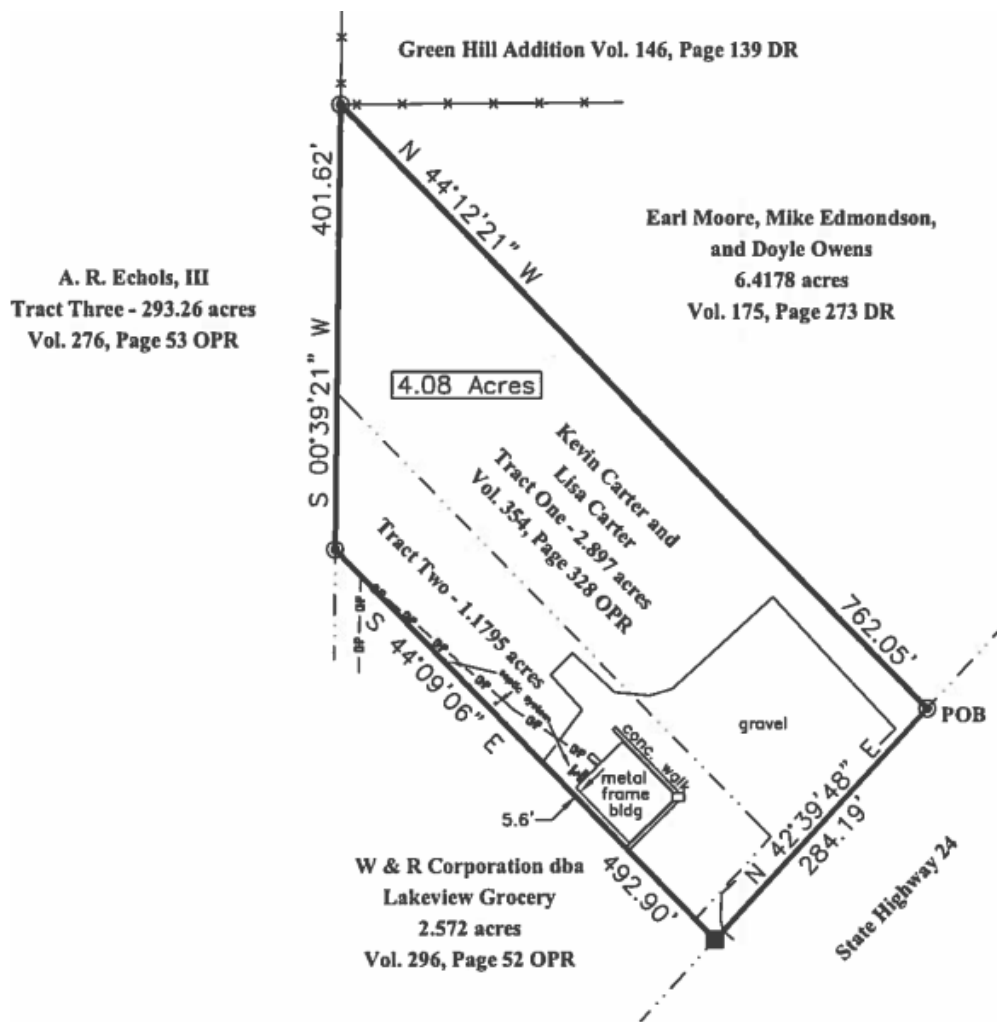
Beginning at a 3/8" iron pin found at the Northeast corner of the 2.897 acre tract and the most Southern corner of a called 6.4178 acre tract conveyed to Earl Moore, Mike Edmondson and Doyle Owens by deed recorded in Vol. 175, Page 273 of the Deed Records of said County and State and being in the West boundary line of State Highway 24.

Thence North 44°12'21" West a distance of 762.05' to a 3/8" iron pin found at the most Northern corner of the 2.897 acre tract and the West corner of the 6.4178 acre tract and the Southwest corner of the Green Hill Addition recorded in Vol. 146, Page 139 of said Deed Records and the East boundary line of a called 293.26 acre Tract Three conveyed to A.R. Echols, III by deed recorded in Vol. 276, Page 53 of said Official Public Records;

Thence South 0°39'21" West along the East boundary line of the 293.26 acre tract a distance of 401.62' to a 3/8" iron pin found at the Southwest corner of the 1.1795 acre tract and the most Northern corner of a called 2.572 acre tract conveyed to the W&R Corporation dba Lakeview Grocery by deed recorded in Vol. 296, Page 52 of said Official Public Records;

Thence South 44°09'06" East a distance of 492.90' to an "X" in concrete found at the Southeast corner of the 2.897 acre tract and the Northeast corner of the 2.572 acre tract and being in the West boundary line of said State Highway 24;

Thence North 42°39'48" East along said highway a distance of 284.19' to the point of beginning and containing 4.08 acres of land.



The highest bid equal to or over \$300,000.00 will be presented to the Commissioners Court for review and approval at a regular meeting slated for the opening of bids. On notification of award, the selected buyer will be required to close within 60 days.

The Commissioners Court reserves the right to reject any or all bids. Delta County will provide a Special Warranty Deed. The City will not provide Title Insurance or a current survey of the property. This property is located within the City of Cooper. Property is subject to all the code and building requirements of the City of Cooper. The property is sold "as is."

Delta County assumes no liability for anyone on the property, whether before or after the conveyance of title and ownership. All bids must be submitted on the "Bid Response Form" and shall be sealed in envelopes with marking "Sealed Bid #2023-01 Sale of DCAD Property ID#: 4432 and 4433." Only properly sealed and marked bids will be accepted. A label is provided on page 2 of this bid document.

Bid forms and instructions may be obtained from Delta County by contacting the County Clerk of Delta County. Bid information is also available on the County's website: [www.deltacountytx.com](http://www.deltacountytx.com). Questions may be directed to Tanner Crutcher, County Judge at 903-395-4400 ext. 226.

## **II. FACTS REGARDING PROPERTY OFFERED FOR SALE**

Each potential purchaser must carefully read the information presented and evaluate the facts in light of the anticipated use of the property. These important facts regarding the property offered for sale should be considered:

**(1)** Purchasers will receive a Special Warranty Deed from Delta County. If the property is held in trust, the purchasers will receive a Special Warranty Deed from Delta County. A Special Warranty Deed has a limited Warranty, expressed or implied. This land and improvements are sold without express or implied warranty of any kind, and all warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

**(2)** Delta County will provide no Title Insurance. Since the purchaser will receive only a Special Warranty Deed.

**(3)** If a survey or related information is needed, the purchaser must contract with an outside agent and pay all costs associated with the survey.

**(4)** The property is sold subject to any remaining right of redemption.

**(5)** The property is offered for bid and will be conveyed, "As Is." Property is subject to the platting and zoning requirements of the City of Cooper, as well as all other applicable federal, state, and local laws (including all other applicable city ordinances).

**(6)** No oral guarantee or assurance concerning the property has been made, and furthermore, no County employee is authorized to make any guarantee or assurance. Bidders are cautioned to investigate the property thoroughly before submitting a bid.

**(7)** Bids may not be altered or amended after the submission deadline. Any interlineations, alterations, or erasure made before opening must be initialed by the signer of the bid to guarantee authenticity.

**(8)** A bid may not be withdrawn or canceled by the bidder without the permission of Delta County for a period of sixty (60) days following the date designated for the receipt of bids, and the bidder so agrees upon submission of a bid.

**(9)** No public official, employee, or agent of the County shall have any interest in this property that violates federal or state law, including without limitation the provisions of Texas Government Code Chapter 171.

**(10)** This is a sale of the surface rights only, and the city may reserve any and all mineral rights associated with the property described in this invitation to bid.

**(11)** The most recent combined evaluation by the Delta County Appraisal District of both properties, DCAD Property ID# 4432 and 4433, (assessed value) is \$270,520.00.

**(12)** Maps are included in this bid package for your convenience.

### **III. RULES FOR BIDDING**

These rules for tending a bid on the property offered for sale will be enforced. Any deviation from these rules could result in the disqualification of the bidder or the rejection of your bid. The minimum bid is \$300,000.00.

**(1)** All bids must be submitted to the **Delta County Courthouse, Office of the County Judge, 200 West Dallas Avenue, Cooper, Texas 75432**, prior to bid opening time. Bids may be mailed or hand-delivered. Bids mailed must be mailed to **Delta County Courthouse, Office of the County Judge, 200 West Dallas Avenue, Cooper, Texas 75432**. Facsimile Transmittals or Electronic Submissions WILL NOT BE ACCEPTED.

**(2)** All bids must be in a sealed envelope with the bid number on the outside of the envelope. Please use the label on page 2 of this bid package.

**(3)** All bids must be submitted on the official bid response form. The bidder must supply all the information requested on the bid response form to be valid.

**(4)** The Commissioners Court of Delta County reserves the right to review and consider each bid and to award the property to the bidder submitting the bid it deems acceptable.

**(5)** All bids must be submitted by the closing date and time. No bids will be accepted after that time. Bids received in the County after the submission deadline will be considered void and unacceptable. Delta County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Office of the County Judge will be the official time of receipt.

**(6)** Bids will be opened in a public meeting at the Delta County Courthouse.

**(7)** The bidders must submit a payment of one (1) percent offered as earnest money with their bid. This payment must be in the form of a cashier's check made payable to Delta County and included with the bid. The cashier's check shall be returned to each unsuccessful bidder upon final acceptance and execution of the land sale. Earnest money from the successful bidder shall be applied toward the final payment of the land sale.

**(8)** Conflicts of Interest will be subject to the provisions of Chapter 176 of the Texas Local Government Code. Bidders are required to fill out the attached Conflicts of Interest Questionnaire.

**(9)** The bidder agrees to and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of bidder under this contract. The County assumes no liability for anyone on the property.

**(10)** Bids cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasure made before opening must be initialed by the signer of the bid, guaranteeing authenticity. A bid may not be withdrawn or canceled by the bidder without the permission of the County for a period of sixty (60) days following the date designated for the receipt of bids and the bidder agrees upon

submittal of a bid. For the purpose of proper bid evaluation and approval, all bids shall remain firm and valid for a sixty (60) day period, commencing on the day of the bid opening.

**(11)** Delta County will review all bids for responsiveness and compliance with these specifications. Bids are awarded to the responsive bidder who submits the highest and best bid based on the specifications published herein. The highest bid will be submitted to the Commissioners Court for approval at the meeting at which bids are opened. The County reserves the right to accept or reject any or all bids.

**(12)** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All changes to the contract must be in writing by Delta County.

**(13)** Bidders taking exceptions to the specifications shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions, and the bidder shall be held responsible for performing in strict accordance with the specifications of the invitation. Delta County reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**(14)** Any reference used in bid specifications is descriptive and accurate to the best of Delta County's knowledge. Descriptions are not intended to warranty any items. **PROPERTY OFFERED FOR BID IS SOLD "AS IS"**.

**(15)** Any interpretations, corrections, or changes to this Invitation to Bid and Specifications will be made by addenda. The sole issuing authority of addenda shall be vested in County Judge. Addenda will be emailed to all who are known to have received a copy of this Invitation to Bid. Addenda will also be posted on the Delta County website: <http://www.deltaccountytx.com/>. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this invitation to bid. Bidders shall acknowledge receipt of all addenda.

**(16) BIDDER SHALL PROVIDE**, with this bid response, all documentation required by this Invitation to Bid. The bidder shall provide a completed and signed Bid Cover Form, completed and signed Bid Response Form, Conflict of Interest, and cashier's check (1% of Bid). Failure to provide the information specifically requested may result in the rejection of your bid. 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, Delta 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, a default may be declared and all the successful bidder's rights shall terminate and bidder shall forfeit any deposits. The Bidder, in submitting this bid, agrees that Delta County shall not be liable to prosecution for damages in the event that Delta County declares the bidder in default.

**(17)** Any notice provided by this bid (or required by law) to be given to the successful bidder by Delta 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 Cooper, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided that this

contract shall not be construed to prevent the giving of actual notice in any other manner.

**(18)** Under this contract, Delta County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as a liaison between Delta County and the successful bidder.

**(19)** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cooper Texas. The venue for any action arising hereunder shall be exclusively in Delta County, Texas, for state law actions and in the Eastern District of Texas, Tyler Division, for actions arising under federal law.

**(20)** The successful bidder shall not sell, assign, transfer, or convey this contract, in whole or in part, without the prior written consent of Delta County.



**BID RESPONSE FORM**

**DELTA COUNTY  
(Offer to Purchase)**

**Commissioners Court  
Delta County, Texas**

The undersigned hereby acknowledges that (s)he has been provided with a copy of the Instructions to Bidders, that (s)he has read and understands the information contained therein, and that in compliance with the Instructions to Bidders, (s)he proposes to purchase the following described properties for the amounts indicated.

**Legal Description:**

**DELTA COUNTY APPRAISAL DISTRICT (DCAD) Property ID#: 4432 and 4433 - GEO ID#: 0354-0002-0000-03 and 0354-0002-0001-01; 26 HWY 24 and 30 HWY 24, COOPER, TX 75432 4.08 ACRES  
Cooper, Delta County, Texas**

I hereby agree (should I be awarded the bid) to purchase the property described in this Invitation to Bid for the amount listed below:

Bid Amount: \$\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print or type): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Title Information: Name and address as you wish it to appear on a Special Warranty Deed

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

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

City, State, and Zip: \_\_\_\_\_

## **NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL COUNTY VENDORS:**

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. Delta County is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

Delta County will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at:

[www.ethics.state.tx.us](http://www.ethics.state.tx.us) or at 1-512-463-5800.

**Please remit the CIQ form with your bid.**

**Thank you.**