



F A N N I N C O U N T Y , T E X A S

INVITATION TO BID FOR THE PURCHASE OF AN USED GRADALL

BID #12005

This invitation to bid/bid sheets are for your convenience in bidding for the County to purchase an Used Gradall for Precinct 4 as follows:

Sealed bids shall be received no later than 3:00 P.M., February 15, 2012 in the Fannin County Purchasing Agents Office, 101 E. Sam Rayburn Dr. Suite 304, Bonham, TX 75418.

Bids will be opened at the Fannin County Purchasing Office, 101 East Sam Rayburn, Suite 304, Bonham, Texas 75418 at opening date and time. All bids received after the above mentioned date and time will be returned unopened and shall be considered void and unacceptable.

One (1) Used 2002 or Newer Gradall XL3100

Shall Meet or Exceed the Below Specifications

- **Engine - Detroit Diesel OM906 w/190 HP**
- **Hours - Less than 9000**
- **Tire Size - 385/65R22.5 18-Ply**
- **Front Axle - 14,600 lbs.**
- **Rear Axle - 23,000 lbs.**
- **Axial-Piston Hydraulic System**
- **Reinforced Boom**
- **Telescopic Boom**
- **Boom Tilt - 220 Degrees**
- **23' Boom Length**

- External Swing Gear
- Pilot Joy Sticks
- Manual/Quick Disc. Controls
- A/M Radio
- Upper Cab A/C
- 70 gallon Fuel Tank
- Operating Weight 36,734 lbs.
- Ditching Bucket
- Warranty - As Is
- Bid Price to Include Delivery to: Fannin County
Precinct 4 Barn
1369 East Hwy.56
Bonham, TX 75418

Literature and Specifications to be included with bid

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

Fannin County reserves the right to accept and or reject any and all bids.

RETURN BID TO:

Fannin County Purchasing
101 East Sam Rayburn, Suite 304
Fannin County Courthouse
Bonham, TEXAS 75418

Sealed bids shall be received no later than:

3:00 P.M., Wednesday, February 15, 2012
MARK ENVELOPE: "BID #12005 Precinct 4 Used Gradall"

BID FORM

Bidder Does () Does Not () Meet All Specifications

Make: _____ **Model:** _____ **Year Mfg:** _____

Exceptions: _____

Additions: _____

BID PRICE: **Price \$** _____

Delivery Time ARO: _____ **Calendar Days**

TWO SIGNED COPIES OF THIS BID FORM MUST BE SUBMITTED BY ALL BIDDERS. ONE COPY WILL BE RETAINED BY COMMISSIONERS' COURT AND THE SECOND COPY WILL BE SIGNED AND RETURNED TO THE PERSON OR FIRM WHO IS AWARDED THE CONTRACT.

I, WE, _____ (COMPANY NAME)

_____ (ADDRESS)

_____ (PHONE)

HEREBY AGREE TO DELIVER TO THE COUNTY OF FANNIN, TEXAS, USED MOTOR GRADER IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.

SIGNATURE

TITLE

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TITLE

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____
ADDRESS: _____ TELEPHONE NO.: _____
CONTACT PERSON: _____ TITLE: _____
2. COMPANY NAME: _____
ADDRESS: _____ TELEPHONE NO.: _____
CONTACT PERSON: _____ TITLE: _____
3. COMPANY NAME: _____
ADDRESS: _____ TELEPHONE NO.: _____
CONTACT PERSON: _____ TITLE: _____

Bidder Shall Sign and Return Pages 1 through 9 of Bid Package and All Documentation Required by the Invitation for Bid.

NO FACSIMILE TRANSMITTALS SHALL BE ACCEPTED.

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

COOPERATIVE PURCHASING: Other governmental entities may wish to also participate under this contract (piggyback). Each entity wishing to piggyback must have prior authorization from Fannin County and successful bidder. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring materials. Fannin County shall not be held responsible for any orders placed, deliveries made or payment for materials ordered by these entities. Bidder is requested to state whether they will be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions in the space provided.

LATE BIDS: Bids received in County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Fannin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Auditor's Office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

SALES TAX: Fannin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Fannin County reserves the right to award bid as unit price or lump sum as it deems to be in the best interest of the County.

CONTRACT: This bid, when properly accepted by Fannin County, shall constitute a contract equally binding between the successful bidder and Fannin County. No different or additional terms will become part of this contract with the exception of a Change Order.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Fannin County Purchasing Agent.

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

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

DELIVERY TIME: Bids shall show number of days required to place commodity(ies) at the County's designated location. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent. The County has the right to extend delivery time if reason appears valid. Successful bidder must keep the Purchasing Department advised at all times of the status of the order.

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

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Fannin County.

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

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on commodities of like quality will be considered.

BID MUST COMPLY with all federal, state, county and local laws concerning this type of commodity(ies).

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL COMMODITIES must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

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

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

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

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

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless Fannin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against Fannin County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Fannin County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Fannin County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Fannin County reserves the right to terminate the contract immediately in the event the successful bidder fails to: 1.) meet delivery or completion schedules, or 2.) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of Fannin County, by an agent so designated, without expense to Fannin County.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Fannin County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Fannin County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the Fannin County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) Fannin County Purchase Order number, and (d) descriptive information as to the commodity(ies) delivered, including product code, item number, quantity, number of containers, etc..

INVOICES shall show all information as stated above and shall be mailed directly to the Fannin County Auditor's Office, 101 E. Sam Rayburn, Suite 303, Bonham, Texas 75418.

IN ACCORDANCE with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

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

WARRANTY: Successful bidder shall warrant that all commodities shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

Fannin County reserves the right to reject bids and refuse to contract with person (s) indebted to the County under LGC 262.0276.

ANY QUESTIONS concerning this Invitation For Bid and Specifications should be directed to the Purchasing Department at (903) 583-0054, Jill Edwards - Purchasing Agent.

ANY BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED TO THE SENDER UNOPENED. THE FANNIN COUNTY COMMISSIONERS' COURT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. EACH BID SUBMITTED MUST BE PROPERLY SIGNED.

THE CONTRACT EFFECTIVE DATES WILL BE FOR ONE FULL YEAR FROM THE DATE OF ACCEPTANCE BY FANNIN COUNTY COMMISSIONERS' COURT.

PREFERENTIAL REQUIREMENT: The County of Fannin, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.). Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided:

- 1.) Is your principal place of business in the State of Texas? yes no
- 2.) If the answer to question 1 is "yes", no further information is necessary; if "no", please indicate:
 - a.) in which state your principal place of business is located:
 - b.) if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: yes no
 - c.) if "yes", what is that dollar increment or percentage?

HAVING READ AND UNDERSTOOD THE INSTRUCTIONS, TERMS, CONDITIONS, SPECIFICATIONS AND INVITATION TO BID, WE SUBMIT THE FOLLOWING IN RESPONSE TO FORMAL BID INVITATION AND HEREBY FURTHER AGREE TO PROVIDE TO THE COUNTY ANY AND ALL INVOICES IT MAY REQUIRE FOR PRICING VERIFICATION UNDER THIS CONTRACT:

Any questions concerning this bid are directed to Jill Edwards, Fannin County Purchasing Agent at 903-583-0054.

Comments/Exceptions:
