

# GRAYSON COUNTY, TEXAS

INVITATION FOR BID

RETURN BID TO:

GRAYSON COUNTY AUDITOR'S OFFICE  
100 W. HOUSTON ST.  
SHERMAN, TX 75090

The enclosed INVITATION FOR BID and accompanying SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for Grayson County.

Sealed bids shall be received no later than:

10:00 A.M., WEDNESDAY, JANUARY XX, 200X

MARK ENVELOPE OR ELECTRONIC TRANSMISSION: "BID NO. XX-XX-XX; NAME"

Grayson County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in Purchasing Agent's Office, Grayson County Courthouse, 100 W. Houston St., Sherman, TX., at 10:00 AM., on the bid closing date.

If bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive IFBs, bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on bid list or other commodities and/or services, please state the particular product and/or service under which you wish to be classified.

Grayson County is always very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

Awards should be made approximately two weeks after bid opening date. Bidders desiring a copy of the bid tabulation sheet may request same by enclosing a self-addressed stamped envelope with bid.

BID RESULTS WILL NOT BE GIVEN OUT OVER THE TELEPHONE. If you have any questions, please contact the Grayson County Purchasing Department at (903)813-4259, Jeff Schneider - Purchasing Agent.

21-01-03

GRAYSON COUNTY

INVITATION FOR BID

INSTRUCTIONS/TERMS OF CONTRACT

BID NO. XX-XX-XX

BY ORDER OF the Commissioners Court of Grayson County, Texas sealed bids will be received for

**ONE (1) PRODUCT OR SERVICE**

IT IS UNDERSTOOD that the Commissioners Court of Grayson County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Grayson County.

FUNDING: Funds for payment have been provided through the Grayson 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 Grayson County fiscal year shall be subject to budget approval.

BIDS MUST BE submitted on pages 7 through 13 of this form. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below.

Electronic bids shall be delivered to the specified "electronic mail" (E-mail)address , with electronic signature of a person having authority to bind the firm in a contract. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

Grayson County Auditor's Office  
100 W. Houston Street  
Sherman, Texas 75090  
OR

Electronic Bids/proposals shall be submitted to: [bids@co.grayson.tx.us](mailto:bids@co.grayson.tx.us)

NO LATER THAN 10:00 A.M., WEDNESDAY, JANUARY XX, 200X

MARK ENVELOPE/TITLE E-MAIL: "BID NO. XX-XX-XX; NAME"

ALL BIDS MUST BE RECEIVED IN COUNTY AUDITOR'S OFFICE  
BEFORE OPENING DATE AND TIME

COOPERATIVE PURCHASING: Other governmental entities have expressed an interest to purchase their vehicles in conjunction with Grayson County's contract (piggyback). Each entity wishing to piggyback must have prior authorization from Grayson 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. Grayson 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.

ELECTRONIC BID SUBMITTAL: is defined as the prospective bidder's access for the purpose of submitting formal sealed bids/proposals (IFB/RFP) to Grayson County by electronic mail.

Bids/proposals shall be submitted to: [bids@co.grayson.tx.us](mailto:bids@co.grayson.tx.us). This is a confidential, reserved address for bid/proposal submittal only. All other communications should be addressed specific to the intended recipient.

The SUBJECT LINE of the transmittal should be the IFB/RFP number and title as specified on page one and two of the bid document. The message body shall contain the company/individuals name, point of contact address and phone number. Bid submission statement shall be in the format of an attachment using one or a combination of the formats listed below.

Electronic bid/proposal formats shall be any combination of the following formats: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat. Multiple document submissions shall be submitted in one single message. Example; if you have one bid submission that includes a Microsoft Word document and a Microsoft Excel spreadsheet, both must be attached to the one message. Submissions received in any other format not listed above may be rejected.

Submitted bids/proposals shall be in accordance with the date and time set forth in this Specification. Any bids received after the listed closing date and time shall not be considered. Grayson County is not responsible for equipment or software failure that may cause delay or non delivery.

Grayson County is not responsible for electronic bids/proposals containing viruses that are not able to be eradicated, or that are corrupted as a result.

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

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, 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: Grayson County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

BID AWARD: Grayson County reserves the right to award bid as a unit price as it deems to be in the best interest of the County.

CONTRACT: This bid, when properly accepted by Grayson County, shall constitute a contract equally binding between the successful bidder and Grayson 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 Grayson County Purchasing Agent.

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

DELIVERY TIME: Bids shall show number of days required to place vehicles 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 Grayson 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. Grayson 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 vehicles of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this Invitation For Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Grayson County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Invitation For Bid. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county and local laws concerning these types of vehicles. The unit shall contain all standard safety equipment and all extra equipment specified. Bidder may be required to furnish evidence that the unit, as bid, will meet or exceed these requirements. An on-site inspection of the unit, at the successful bidder's location, will be made prior to acceptance.

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

ALL PRODUCTS 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.

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

REFERENCES: Grayson County requests bidder to supply, with this IFB, a list of at least three (3) references where like vehicles have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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 save harmless Grayson 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 Grayson 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 vehicles 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. Grayson 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:** Grayson 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. Grayson 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 Grayson County, by an agent so designated, without expense to Grayson County.

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

**CONTRACT ADMINISTRATOR:** Under this contract, Grayson 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 Grayson County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

**PURCHASE ORDER:** A purchase order(s) shall be generated by Grayson County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Grayson County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**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) Grayson County Purchase Order number, and (d) descriptive information as to the vehicles 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 Grayson County Auditor's Office, P.O. Box 876, Sherman, Texas, 75091.

**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.

PRODUCTS supplied under this contract shall be subject to the County's approval. Products found defective or not meeting specifications shall be picked up and replaced by the successful bidder within one (1) week after notification at no expense to the County.

WARRANTY: Successful bidder shall warrant that all products 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 Grayson 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 Grayson 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 Grayson 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.

ANY QUESTIONS concerning this Invitation For Bid and Specifications should be directed to the Purchasing Department at (903)813-4259, Jeff Schneider - Purchasing Agent.

Note: Grayson County reserves the right to reject any bid submitted by a person(s) or company(ies) having delinquent property taxes owed to Grayson County Texas.

GRAYSON COUNTY

SPECIFICATIONS AND BID SHEETS

ONE (1) PRODUCT NAME

GENERAL

THE SPECIFICATIONS listed below are minimum requirements and are intended to govern, in general, the size and type of product desired. Grayson County reserves the right to award/reject any bid as it deems to be in the best interest of the County.

DESCRIPTIVE LITERATURE: Each bidder is requested to submit with this bid FIVE (5) copies of descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the vehicles bid with that of the vehicles stated in this IFB. Failure to provide literature with this IFB may be cause for rejection of bid.

DELIVERY TIME: Delivery time and warranty is an important consideration in the evaluation of the lowest and best bid. Bidder shall state number of days required to place vehicles at County's designated location in the space provided.

EVALUATION AND AWARD: Grayson County will evaluate and award bid based on lowest and best bid meeting specifications. Maintenance, performance and service history will be an important evaluation factor of the lowest and best bid. Grayson County reserves the right to accept and/or reject bid as it deems to be in the best interest of the County.



PREFERENTIAL REQUIREMENT: The County of Grayson, 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?

% \_\_\_\_\_

BID SHEET(S)

ONE (1) - PRODUCT NAME

Below are minimum specifications for the vehicles. Please check "yes" or "no" if you can meet or exceed these specifications. If "no", state exception in the space provided.

CAN MEET OR EXCEED  
THESE SPECIFICATIONS

MAKE AND MODEL: Must be new and unused.

SECTION A:

**PRODUCT SPECIFICATIONS LISTED BELOW**

3. GRAYSON COUNTY'S PRICE PER EACH COMPLETE UNIT

Section A. Price:\$ \_\_\_\_\_

4. DELIVERY TIME ARO: \_\_\_\_\_ days

5. HAS REQUESTED LITERATURE BEEN INCLUDED WITH THIS BID  
RESPONSE: YES \_\_\_\_\_ NO \_\_\_\_\_

6. WOULD BIDDER BE WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO OR  
COMMISSIONER'S PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME  
TERMS AND CONDITIONS:  
YES \_\_\_\_\_ NO \_\_\_\_\_

BIDDER DOES ( ) DOES NOT ( ) MEET ALL SPECIFICATIONS

EXCEPTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM/BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature Title

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE : \_\_\_\_\_

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 : \_\_\_\_\_

RETURN PAGES 7 THROUGH 11 OF BID PACKAGE AND ALL DOCUMENTATION REQUIRED BY THIS INVITATION FOR BID