



NAVARRO COUNTY AUDITOR'S OFFICE

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May 7, 2014

Bid 2014-DT-07 Used Dump Truck

Open Date – May 27th, 2014

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Forms* are for your convenience in bidding the referenced products or services for Navarro County.

Sealed bids shall be submitted no later than:

Tuesday, May 27th, 2014, 10:00 a.m.

Mark Envelope: *Bid No. 2014-DT-07 Used Dump Truck*

Bids must be signed and dated by a person having the authority to bind the vendor in a contract. Bids which are not signed and dated will be rejected.

Navarro 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 the deadline will not be considered for award of the contract, and will be returned unopened. Bids will be opened in the Justice of the Peace Courtroom, Navarro County Justice Center, Corsicana, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening. Alterations made before the opening time must be initialed by the bidder to guarantee the authenticity of the change. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Navarro County is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made no later than two weeks after the bid opening date. To obtain results, or if you have any questions, please contact the Navarro County Auditor's Office at 903/654-3095.

**NAVARRO COUNTY
BID NO. 2014-DT-07 Used Dump Truck
INVITATION TO BID**

By order of the Commissioners Court of Navarro County, Texas, sealed bids will be accepted for:

One (1) Used Dump Truck

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

BIDS MUST BE SUBMITTED on the forms included for that purpose on pages 6-8 in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below.

Bids should be clearly marked - *Bid No. 2014-DT-07 Used Dump Truck*

BIDS SHOULD BE RETURNED TO the following address by **Tuesday, May 27th, 2014, not later than 10:00 a.m.:**

Navarro County Auditor's Office
Navarro County Courthouse
300 West Third Avenue, Suite 10
Corsicana, Texas 75110

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

All bids must be received in the County Auditor's Office before the opening date and time.

**NAVARRO COUNTY
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INVITATION TO BID**

Navarro County is requesting bids for one (1) used dump truck as described in the attached specifications. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Funding: Truck will be funded with a lease purchase arrangement. Funds for payment have been provided through the Navarro County budget approved by the Commissioners Court for the fiscal year ending September 30, 2014 and will be provided in future budgets.

Late Bids: Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

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

Withdrawal of Bid: A bid may not be withdrawn or canceled by the bidder without the permission of the County 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: Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

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

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 the Navarro County Auditor.

Delivery: All delivery and freight charges (FOB Navarro County Auditor's Office) are to be included in the bid price.

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, Subtitle C, Chapter 171*.

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

Exceptions/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 this 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. The Navarro County Commissioners' Court 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.

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

Bids must comply with all Federal, State, county and local laws concerning these type purchases.

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Design, Strength, Quality of materials must conform to the highest standards of manufacturing practice.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and 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, and;
5. Be otherwise qualified and eligible to receive an award.

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

References: Navarro County requests bidder to supply a list of at least three (3) references where like products have been sold by their company. Include name of reference, address, telephone number and name of representative.

Bidder Shall Provide with this bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

Successful Bidder Shall defend, indemnify and save harmless Navarro 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 indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Navarro County growing out of such injury or damages.

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

Termination for Default: Navarro 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 of default of this contract. Navarro County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

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, Navarro 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

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County within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Navarro County shall not be liable for prosecution for damages in the event that the County declares bidder in default.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Navarro 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 Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: A purchase order will be generated by Navarro County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Navarro 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) delivery location, (c) Navarro County purchase order number and (d) descriptive information as to the item(s) delivered, including description, quantity, number of containers, etc.

Invoices shall show all information as stated above and be mailed directly to the Navarro County Auditor's Office, 300 West Third Avenue, Suite 10, Corsicana, TX 75110.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Samples: When requested, samples shall be furnished free of expense to the County.

Warranty: Successful bidder shall warrant that all items/services 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 Navarro 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 Navarro 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 Navarro County.

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission 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 to Bid* and *Specifications* should be directed to Commissioner David "Butch" Warren at 903-654-3033.

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BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §

COUNTY OF NAVARRO §

I, _____, am a duly authorized officer or agent for _____, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: _____

Telephone: _____

By: _____ Title: _____
(Type or Print Name)

Signature: _____ Date: _____

BIDDER'S PROPOSAL

By signing and returning this proposal the bidder agrees to be bound by the terms described herein.

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Minimum Specifications are outlined on the attached schedule. Questions concerning these specifications should be directed to Commissioner David "Butch" Warren at 903-654-3033.

Having read and understood the instructions and specifications, I/we submit the following bid.

Bidder whose name appears below agrees to provide one (1) Used Dump Truck, to Navarro County, Texas for a price of

\$ _____

Year/Make/Model Bid: _____

Mileage Reading: _____

Said price shall be good for a period of: _____

Estimated date of delivery: _____

Bid Submitted by (Company Name): _____

Company Address: _____

Company Phone #: _____

Signature: _____

Date: _____

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Minimum Specifications For Used Dump Truck

Price: _____

Age: 2006 or Newer _____

Engine: 425 or more horsepower _____

Drive Train: 10 – 13 speed transmission _____

Suspension: Front Axle 14,600 lbs minimum _____

Rear Axle 40,000 – 50,000 lbs minimum _____

Warranty: 2 years 250,000 mile warranty or comparable _____

Body: 14 – 16 feet new or in very good condition _____

Pumps: New or in very good condition p.t.o. for bed _____

Wheel Base: 210" – 235" _____

Tires: 11R 24.5 new or 60% or better rubber tires _____

Must be able to pass Department of Transportation and state commercial inspections

Please enclose 5 copies of machine specifications with bid.

Please list any and all exceptions to specifications below.