

INVITATION TO BID AND SPECIFICATIONS FOR

VEHICLE MAINTENANCE

THE COMMISSIONERS' COURT OF FANNIN COUNTY, TEXAS, WILL RECEIVE SEALED BIDS FOR THE PURPOSE OF SUPPLYING VEHICLE MAINTENANCE FOR FANNIN COUNTY. THEY SHALL BE **OPENED ON THE 14th DAY OF OCTOBER 2008, AT 3:00 P.M.** IN THE OFFICE OF THE PURCHASING AGENT LOCATED ON THE THIRD FLOOR OF THE FANNIN COUNTY COURTHOUSE IN THE CITY OF BONHAM, TEXAS.

BIDS SHALL BE MARKED ON THE OUTSIDE OF THE ENVELOPE "VEHICLE MAINTENANCE" AND EITHER DELIVERED OR RECEIVED BY MAIL BEFORE 3:00 P.M., OCTOBER 14, 2008, TO:

FANNIN COUNTY COURTHOUSE 101 E. SAM RAYBURN DRIVE PURCHASING AGENT, SUITE 304 BONHAM, TEXAS 75418

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.

NOTIFICATION FOR BIDDING FOR VEHICLE MAINTENANCE FOR FANNIN COUNTY HAS BEEN PROPERLY ADVERTISED AS REQUIRED BY LAW. BID FORMS CONTAINING REQUIRED SPECIFICATIONS WILL BE FURNISHED TO PERSONS OR FIRMS REQUESTING THEM FROM:

FANNIN COUNTY COURTHOUSE 101 E. SAM RAYBURN DRIVE PURCHASING AGENT, SUITE 304 BONHAM, TEXAS 75418 903-583-0054 BY ORDER OF the Commissioners Court of Fannin County, Texas sealed Bids will be received for:

VEHICLE REPAIR AND MAINTENANCE SERVICES for selected County vehicles.

TO PROVIDE for an annual contract commencing on November $1^{\rm st}$, 2008, and continuing for a twelve month period for the repair and maintenance of selected County vehicles. Commissioners Court reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the County.

IT IS UNDERSTOOD that the Commissioners Court of Fannin County, Texas reserves the right to accept or reject any and/or all bids as it shall deem to be in the best interest of Fannin County. Receipt of any bid shall under no circumstances obligate Fannin County to accept the lowest dollar bid/proposal. The award of this contract shall be made to the responsible offerer, whose bid is determined to be the lowest evaluated offer taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bid.

BIDS SHALL include this IFB and all additional documents submitted. Each bid shall be placed in a separate sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed offers shall be submitted to:

Fannin County Purchasing 101 E. Sam Rayburn Suite 304 Bonham, Texas 75418

NO LATER THAN 3:00 P.M., Tuesday, October 14, 2008

MARK ENVELOPE: "IFB NO. 9001, FANNIN COUNTY VEHICLE MAINTENANCE"

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE OPENING DATE AND TIME, ANY BIDS RECEIVED AFTER SPECIFIED DATE AND TIME WILL BE RETURNED UNOPENED.

INSURANCE: Before commencing work, the successful bidder shall be required, at his own expense, to furnish the Fannin County Purchasing Agent within ten (10) days of notification of award with certified copies of all insurance policies showing the following insurance coverage to be in force throughout the term of the contract. In addition, Certificates of Insurance must be provided prior to commencing work which details compliance with the following insurance requirements:

(a) Garage Liability insurance at minimum combined single limits of \$1,000,000 peroccurrence for bodily injury and property damage on any vehicle. In addition, the policy shall provide \$1,000,000 products/completed operations coverage. The policy must include Contractual Liability coverage as respects the bidder's obligations contained in this RFP. Any aggregate limits must be at least two (2) times the per-occurrence limit.

The Garage Liability policy will be endorsed to name Fannin County as an additional insured.

(b) Garage-keepers insurance to cover sums that the bidder becomes legally obligated to pay for property damage, including loss of use, to a vehicle left in a bidders care while the bidder is attending, servicing, repairing, parking or storing the vehicle. The Garage-keepers coverage should provide collision coverage and comprehensive coverage. The Garage-keepers coverage should apply excess of any other collectible insurance regardless of whether the other insurance coverage protects the insured or owner's interest. Further, it is understood that the County does not purchase physical damage insurance coverage on any of the vehicles that will be left with the bidder for maintenance of repair. The Garage-keepers coverage shall be written with limits of sufficient to cover all County vehicles left with the bidder. The deductible under the Garage-keepers coverage will not exceed \$1,000 per event caused by theft, mischief or vandalism.

All policies required by this RFB shall be written on an occurrence form. In addition, all policies must be endorsed to require the insurer to immediately notify Fannin County for any material change in insurance coverage and to provide Fannin County at least 60 days notice prior to the cancellation, non-renewal or termination of the insurance policies.

All insurance shall be purchased by an insurance company that meets the following requirements:

- (1) A current financial rating of A/VII of better as assigned by A.M. Best.
- (2) Licensed and admitted to do business in the State of Texas.

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

FANNIN COUNTY SPECIFICATIONS

GENERAL: It is the intent of the following specifications to describe the Vehicle Repair and Maintenance Services needed by Fannin County. The response to this IFB will result in a services contract; at no time will the contracted party (ies) become employees of Fannin County Texas or be covered by County insurance policies.

The Fannin County Commissioner's Court requests qualification statements from vehicle repair firms for performing repairs and maintenance of various makes and models of light duty vehicles. Please include on a separate page an explanation of any general repairs your establishment is unable to perform (i.e.: transmission, electronic computer systems, etc.)

Please attach to your response a list of repair and diagnostic equipment present in your shop. (ie: spin balancer, front end alignment rack, engine analyzer, etc.)

1. PARTS for repairs and maintenance will be supplied by the successful offerer through vendors offering maximum discounts for top quality parts. All repair parts shall be new and unused except by prior approval. All parts shall meet or exceed OEM specifications. All parts shall carry a minimum of 90 day replacement warranty. Parts supplied will be paid for by Fannin County on a "cost plus" basis, with paid invoices supporting successful offerer's invoice. Please indicate below the markup for parts.

All sundry items, lubricants, oils, coolant, and washer fluids are to be furnished by the successful offer. All oils and lubricants shall meet or exceed OEM specifications.

- 2. REPAIRS not preformed by the successful offerer will be paid on a "cost plus" basis. Please indicate below the percent markup for work preformed by others. It is expected that the successful offerer will perform diagnostic work prior to using other shops and transportation of county vehicles to and from other shops. Invoices to Fannin County for work preformed by others shall be supported by copies of the paid invoices.
- 3. HOURS charged per repair and service operation under Section "B" shall not exceed the recommended hours specified in "Motor Parts & Time Guide, 2005, or latest edition. This book can be obtained by contacting:

Motor Manuals T-Tex Company P.O. Box 798 Gainesville, TX 76241 (800)347-7036

Work not covered under the above manual shall be quoted and have prior approval from the Purchasing office or responsible department prior to beginning work.

4. CLASSIFICATIONS of work are as follows:

SECTION A - Maintenance SECTION B - Repairs SECTION C - Service or Repairs by Others Section "A" will include oil and filter changes, windshield washer fluid, wiper blades, fuel filters, check automatic transmission, front end and u-joint lube, service air filter (change if needed), service battery, inspect tires, and coolant system servicing. All sundry items, lubricants, oils, coolant, and washer fluids are to be furnished by the successful offer. All oils and lubricants shall meet or exceed OEM specifications.

Tire repairing, and mounting-balancing new tires. Tire repairs shall be done by "plugging" or "patching" as requested by the County. Tire balancing shall be by the spin balance method. Plug and patch materials shall be "top quality".

Work preformed in this section should not take longer than one (1) hours. The amount of time the vehicles are out of service is an important item in the award of the proposal. This includes, oil changes and tire rotations.

Section "B" will include (but not limited to) engine and engine accessory repair and replace, ignition system repair and replacement, automatic transmission repair, rebuild or replace, suspension and brake repair, a/c repair and recharge, drive train repairs, and accessory repairs.

Section "C" will include any repairs done by others that may include some items listed in "section b" above.

All discounts of any form allowed by other vendors for work on county owned vehicles will be applied to show the "true cost". This true cost shall be what the "cost plus" price to the County will be based upon. Invoices to Fannin County for work preformed by others shall be supported by copies of the paid invoices showing the offerer's true cost.

- 5. Successful offerer shall warranty all offerer supplied parts and all labor for a minimum period of 90 days, or equal to the parts manufacturer warranty whichever is longer, from the work completion date. This warranty includes work under "Section C".
- 6. Reference the list of County vehicles below to be covered under this agreement. (This list is subject to change without prior notice.)
 - 1-1999 Ford CV
 - 3-2000 Ford CV
 - 1-2001 Ford CV
 - 1-2002 Ford CV
 - 2-2004 Ford CV
 - 1-2005 Ford CV
 - 2-2006 Ford CV
 - 4-2008 Ford CV
 - 1-2001 Ford Explorer
 - 1-2002 Ford Expedition
 - 1-2004 Chevrolet Van
 - 1-2006 Ford Truck
 - 1-2006 Ford Expedition
 - 1-2006 Ford Explorer
 - 1-2006 GMC Truck
 - 1-2007 Ford Truck

7. PRICES

SECTION Maintenance:			
1.	Price to include th		

1.	Price to include the steps included in Section	s
2.	Price each, tire repair (Including mount & balance)	\$
3.	Price each, new tire mount & balance (Inclusive of all fees)	\$
4.	Tire Rotation	\$
5.	Estimated time out of service for each occurrence.	
NOT	E: New tires for County vehicles will be furn	nished by the County.
SECT	TION B - Repairs	
1.	Labor rate per hour (See section 4 above.)	\$
2.	Parts: Percent mark-up over Cost (Includes air and oil filters, wiper blades, fu in section "A".)	%el filters
SECT	ΓΙΟΝ C - Service or Repairs by Others.	
1.	Percent mark-up over Cost	%
SECT	ΓΙΟΝ D - Misc.	
1.	Auto Inspections	\$
2.	Parts (percent markup)	%
3.	Estimated time unit will be out of service	

		ave a commercial value in the used tire market. as a credit against the labor to mount and balance		
	Trade In value, each used tire having commercial value	\$		
Tires having no commercial value will become the property of the successful offerer for proper disposal. Commercial value is determined by the designated Sheriff's or other department representative.				
The Cou	inty reserves the right to retain ownersh	ip of removed tires if it is in the best interest of the		
AFTER	HOURS EMERGENCY REPAIR:			
On a very limited basis the successful offerer will be required to repair vehicles other than during normal working hours due to an emergency when another vehicle is not available and/or national or county wide catastrophic event. Please indicate your labor rate for these times below.				
	Labor rate, other than normal working hours.	\$		
TRAVE	L RATES:			
For occasions where offerer must travel to remote areas within the County to repair vehicles; please specify your labor rate for travel and mileage charges.				
2.	Labor Rate, Travel (normal hours) Labor Rate, Travel (after hour) Mileage Rate, per mile	\$ \$ \$		
TOWIN	G RATES:			
Please indicate your towing rate per towed mile (inclusive of labor and mileage).				
1.	Towing rate per mile.	\$		
Twenty	four (24) hour towing services is require	ed, with a two (2) hour any time response time.		

TRADE IN:

this contract.

8. NON-EXCLUSIVE CONTRACT: The contract, when awarded in response to this RFB, will not be exclusive. Fannin County reserves the right to spot purchase services as required and in the best interest of the County.

Note: If towing is by others, towing charges if any will be billed direct to the County and not part of

9. REPORTING:

Successful offerer shall issue quarterly reports to the respective department heads reflecting total billed costs per each vehicle. This report will be broken down into categories such as "repair; maintenance; parts; labor; etc.

10. JOB TICKET: Three (3) copies of the "job ticket" (detailing work done, labor hours, etc) will be given to the user at time of vehicle pickup from repair.

AWARD: The award of this contract shall be made to the responsible offerer whose proposal is determined to be the best overall value and shortest time vehicles are out of service, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposal.

EXCEPTIONS:			

FANNIN COUNTY VEHICLE MAINTENANCE

BID FORM

TWO SIGNED COPIES OF THIS BID FORM MUST BE SUBMITTED BY ALL BIDDERS.

FIRM/OFFERER:			
BY:			
ADDRESS:			
City/State/Zip			
PHONE: ()			
Fax Number: ()			
Signature:			
Title:			
Type or Print Name and Title:			

RETURN All PAGES OF IFB PACKAGE AND ALL DOCUMENTATION REQUIRED BY THIS REQUEST

FANNIN COUNTY VEHICLE MAINTENANCE BID FORM

TWO SIGNED COPIES OF THIS BID FORM MUST BE SUBMITTED BY ALL BIDDERS.

FIRM/OFFERER:		
BY:		
ADDRESS:		
City/State/Zip _		
PHONE: ()		
Fax Number: (_)	
Signature:		
Title:		
Type or Print Name	e and Title:	

RETURN All PAGES OF IFB PACKAGE AND ALL DOCUMENTATION REQUIRED BY THIS REQUEST

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:

- I.) 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
 - 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 HERBY 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: