

ANDERSON COUNTY
REQUEST FOR PROPOSAL FOR LEASE OF
WHEEL LOADER

Notice is hereby given that the Commissioners Court of Anderson County, Texas is soliciting proposals for the lease of three (3) Caterpillar 924K Wheel loaders or equivalent. The successful provider shall enter into an agreement with Anderson County which will detail the equipment to be provided, lease rate, maintenance agreement and length of lease; duration of the lease is contingent on annual budgetary funding.

All proposals must be in writing and delivered to the Anderson County Audit office, 703 N. Mallard Suite 110, Palestine, TX, 75801; and must be received by 10:00 a.m., March 30th, 2017. All proposals shall be sealed and clearly labeled, "**Wheel Loader Lease**". Submittals shall include one (1) original and two (2) copies of the proposal. The proposal will be publicly opened at this time. Only proposals received by the aforesated time and date will be considered. Proposals received after the time set for opening will be rejected and returned to the submitter.

Specifications may be secured from Anderson County Website (www.co.anderson.tx.us) or at the Anderson County Audit Office at the above address. Telephone 903-723-7448.

Questions concerning this request should be directed to Denise Walding at (903) 723-7448.

The Anderson County Commissioners Court reserves the right to waive irregularities in RFP's, to reject any or all RFP's with or without cause, and to award the proposal that it determines to be in the best interest of Anderson County.

GENERAL INFORMATION

1. Anderson County is interested in comparing a fixed price lease option, Governmental lease option, or Buy back/Swap agreement for three (3) 2017 or newer Caterpillar 924K or equivalent motorgraders. Each company is asked to provide the purchase price as well as the details of their particular lease options / Buy back/swap programs. The county is interested in 24 - 36 month lease options.
2. Each company shall provide any/all insurance requirements associated with their lease program. Additionally, they shall provide a quote to purchase required insurance through their company (if available), and all information required for Anderson County to obtain its own insurance.
3. Proposal should specify delivery date.

MINIMUM SPECIFICATIONS - Wheel Loader

General:

It is the intent of these specifications to describe the desired Wheel Loader in sufficient detail to secure proposals for comparable equipment. All integral parts not specifically mentioned in the scope of these specifications which are necessary to provide a complete and operational Wheel Loader, shall be furnished. The equipment shall include all standard manufacturers' equipment and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general. The Wheel Loaders shall be the latest model, new, currently advertised, heavy-duty standard production unit with all standard equipment.

Warranty:

Manufacturer's standard warranty shall be clearly stated. Items included in warranty should be clearly identified. If during warranty period the equipment cannot be repaired to full operating status within 5 days a replacement motor grader shall be provided by the successful company at no cost to the county. It will be the responsibility of the successful company to transport the equipment to and from the Road & Bridge Department to perform all warranty work at no cost to Anderson County.

Repair Parts & Service:

Since the continuous operation of the equipment is of the utmost importance and sometimes of an emergency nature, it is necessary that the successful company be in a position to render prompt parts and service. RFP shall include their proposed program for parts and service availability for evaluation. Review of the company's ability to provide prompt parts and service will be used in determining the successful company.

Wheel Loader

Anderson County
703 N. Mallard, Suite 110
Palestine, TX 75801

Date: _____

Dear Sir:

The undersigned agrees to furnish the item as requested by you for Anderson County in your Request for Proposal and certifies that the equipment meets or exceeds the specifications called for, except as set out in "Exceptions and Conditions" and attached to this form.

Make and Model of Equipment _____

Name & Address of Company : _____

Delivery Date: _____

Company Representative Signature

Telephone

PRICE, TERMS, CONDITIONS, and
COMMENTS (Attach additional sheets as necessary):

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

Questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2



Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

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Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes
☐ No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes
☐ No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government office serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes
☐ No

- D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

STANDARD TERMS AND CONDITIONS

PLEASE READ CAREFULLY

Standard Terms and Conditions apply to all advertised Request for Proposals; however, these may be superseded, whole or in part, by the SPECIAL TERMS AND CONDITIONS AND/OR INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.

All Proposals shall be binding upon the respondent if accepted by the County within sixty (60) days of the Proposal opening.

Proposals are solicited for furnishing merchandise, supplies, services and or equipment set forth in this document. **By returning this Proposal with price(s) quoted, Contractors certify and agree to the following:**

PROPOSAL REQUIREMENTS: Offeror must comply with all statutes, rules, regulations and policies relating to purchasing at Anderson County in addition to the requirements of this form. The signed cover sheet and the Proposal response form and any additional required forms or information, must be received by the Anderson County Audit Department on or before the hour and date specified. Late and/or unsigned Proposals will not be considered under any circumstances. Anderson County will not be responsible for late deliveries or mail delays. The time and date received will be recorded in Anderson County Audit Office, which will be the official authority determining late proposals. Fax copies will not be accepted. Electronic transmission will be allowed only to the email address of the procurement official specified in the bid document.

PROPOSAL CERTIFICATION: The Offeror agrees that submission of a signed Proposal is certification that the Offeror will accept an award made to it as a result of the submission.

PROPOSAL AFFIRMATION: Signing this Proposal with a false statement is a material breach and shall void the submitted Proposal or any resulting contract(s), and the Offeror shall be removed from all Proposal lists. By signature, the Offeror certifies that the Offeror has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Anderson County Elected Official or employee in connection with the submitted Proposal; (ii) received compensation for participation in the preparation of this Invitation for Proposals or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this invitation for Proposals.

ACKNOWLEDGEMENT OF AMENDMENTS: Offeror shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Proposal, by identifying the amendment number and date in the space provided for this purpose. The acknowledgment must be received by Anderson County by the time and at the place specified for receipt of Proposals.

ADDITIONAL INFORMATION: Proposers are cautioned that any statement by said contact that materially changes any portion of the solicitation document shall not be relied upon unless subsequently ratified by formal written amendment to the solicitation document.

PROPOSAL WITHDRAWAL: after opening, Offers will not be allowed to withdraw their proposal unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approval by Anderson County. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the proposal. Such request shall be received by Anderson County within 10 days after opening. If permitted to withdraw the proposal, the Offeror shall not supply any material or service or perform any subcontract or other work in connection with the resulting contract. Prior to opening, Offeror may withdraw simply by making a written request to Anderson County; no explanation is required.

AWARD: Anderson County reserves the right to award this contract on the basis of LOWEST AND BEST PROPOSAL in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Proposals. In the event the lowest dollar offer

meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear. In determining responsible Offeror the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in Proposal award.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: An Offeror must affirmatively demonstrate their responsibility. An offeror 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.

SELECTION CRITERIA

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best, evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as specified below:

A. Cost (80 pts):

- 1) Initial project cost
- 2) Expansion cost to reach total capacity
- 3) Recurring costs

B. Responsiveness (5 pts):

- 1) Completeness of bid response to requests for information, pricing, references, etc...
- 2) Suitability of response to advertised specifications
- 3) Demonstrated understanding of requirements

C. Vendor Qualifications (10 pts):

- 1) Experience with similar projects similar in scope
- 2) Prior experience with the County
- 3) Years in business providing the requested service type
- 4) Favorable references from clients on projects similar in size and scope

D. Delivery (5 pts):

- 1) Historical evidence on time delivery
- 2) Evidence of sufficient personnel to complete work in a timely manner

TIE PROPOSALS: Award will be made by drawing of lots. Consistent and continued tie proposals could cause rejection of Proposals by Anderson County and/or investigation for antitrust violations.

FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

FAILURE TO ENFORCE: Failure by Anderson County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Anderson County to enforce any provision at any time in accordance with its terms.

PAYMENT: Vendor shall send an original copy of invoices. Payment shall be made by Anderson County in thirty (30) days from the day the invoice was received in the County Auditor's Office. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Anderson County. Acceptance by Vendor of final payment shall be deemed a release of Anderson

County for all claims and liabilities of Anderson County to Vendor. No payment, however, final or otherwise, shall operate to release Vendor from any obligation arising under the Order.

SALES TAX: Anderson County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Anderson County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Anderson County Auditor.

ORAL STATEMENTS: Anderson County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Anderson County Purchasing Department.

INDEMNITY: Vendor shall indemnify and hold Anderson County, its officers and employees harmless from all claims involving infringement of patents or copyrights.

REMEDIES: If Vendor breaches any term of a contract, Anderson County shall have all the rights available in law and equity, including the right to: (i) rescind or cancel this contract. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

ASSIGNMENT: Without the prior written consent of Anderson County, Vendor's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Anderson County may treat such act as a breach hereof. Anderson County may assign or delegate all or any part of its right and duties hereunder.

APPLICABLE LAWS: Vendor must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Vendor breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Anderson County. The goods may be returned or held for the account of Vendor, all at Vendor's risk and expense.

GOVERNING LAW: This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Anderson County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

AUTHORIZED PERSONNEL: County employees, other than those designated by the Commissioners Court are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Anderson County.

INTEGRATION: This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall not be of any force or effect.

SEVERABILITY: If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXCEPTION/SUBSTITUTIONS: All Proposals meeting the intent of this Request for Proposal will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the Proposal. The absence of such a list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications. Anderson 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.

Anderson County reserves the right to accept or reject all or any part of any Proposal and make award that best serves the interests of Anderson County.

CONTRACT

STATE OF TEXAS

COUNTY OF ANDERSON

WHEREAS, The above attached bid package including the Instructions, Specifications, Terms and Conditions and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Anderson County Commissioners Court as the governing body of Anderson County did on _____, 20____ award to _____, Vendor, for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached bid package; and

WHEREAS, Texas law requires the Commissioners Court for all County purchases in excess of \$50,000.00 from the same supplier;

THEREFORE, know all men by these presents, that this contract is entered into by Anderson County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

WITNESSETH:

THAT IN ACCORDANCE with the above-attached bid package in ever particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials, and supplies services covered by any claims (1) conform to the attached specifications, (2) that the equipment, materials and supplies services were delivered in good condition, (3) that services contracted for by the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are performable in Anderson County, Texas.

Severability

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract and the Contract shall be construed as if such invalid, illegal, and unenforceable provision had never been included in the contract.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or samples, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this Contract.

Amendment

No amendment, modification or alteration of the terms of the Contract shall be binding unless same is in writing, dated subsequent to the date of this Contract and duly executed by authorized representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Palestine, Texas, effective as of the date awarded above, if any.

VENDOR

ANDERSON COUNTY

BY: _____
ITS AUTHORIZED AGENT

BY: _____
COUNTY JUDGE

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this Contract is not valid unless awarded in Commissioners Court.****