

REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS

VEHICLE PURCHASE

Proposals are due at:

**3:00 P.M.
May 21, 2021**

**Post Oak Savannah GCD
P.O. Box 92
Milano, TX 76556**

admin@posgcd.org

**For Further Information Contact:
Gary Westbrook, General Manager
gwestbrook@posgcd.org**

REQUEST FOR PROPOSALS
VEHICLE PURCHASE

The Post Oak Savannah Groundwater Conservation District is accepting Proposals for the Purchase of a Vehicle. The Bid documents and specifications are available at www.posgcd.org. Proposals are due at the Post Oak Savannah GCD Office, PO Box 92 (310 E Ave C), Milano, TX 76556 no later than 3:00 p.m. on Friday, May 21, 2021.

A bid cannot be withdrawn after bid opening without approval of Post Oak Savannah GCD. A proposer must submit a written request to Post Oak Savannah GCD attention: gwestbrook@posgcd.org.

BID DOCUMENTS AND SUBMITTAL INSTRUCTIONS TO PROPOSERS

The Bid documents and specifications are available at www.posgcd.org

Please complete and include a separate Vendor Bid Form for each vehicle proposed. Also, please complete and include one copy of the bid documents with the submittal. POSGCD will not accept submittals transmitted via facsimile. The Proposer shall be responsible for timely delivery of a Proposal via U.S Mail or other mail delivery methods, including electronic mail (e-mail). Proposals received after the specified time will not be considered. No responsibility will be attached to any officer for opening of a proposal not properly addressed and identified.

Please have clearly noted on the outside of the envelope or E-mail subject line: "Vehicle Purchase RFP".

Proposal Submittal(s) will include:

- **(1) one printed hard copy marked "ORIGINAL" of each Vendor Bid Form.**
- **(3) three printed hard copies marked "COPY" of each Vendor Bid Form.**
- **(1) completed and printed copy of all bid documents.**

Proposals are due at:

Post Oak Savannah GCD
PO Box 92
Milano, TX 76556

3:00 p.m.
May 21, 2021

Late bids will be considered non-responsive.

Bids will not be read aloud.

Any questions relating to these requirements must be submitted in writing to: gwestbrook@posgcd.org

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP INFORMATION.

INSTRUCTIONS TO BIDDERS

Definitions

POSGCD – Post Oak Savannah Groundwater Conservation District.

“Contractor” – The bidder whose bid is accepted by POSGCD.

POSGCD will award to the contractor who presents the greatest value, in our view, to POSGCD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by POSGCD to be in the best interest of POSGCD. Thus, the result will not be determined by price alone, but upon the applicable criteria.

It is very important that the Proposer provide all required information as part of their Proposal. Failure to provide necessary information and documentation could result in the Proposal being rejected. Proposal evaluation will be done based on the information provided by the Proposer.

Preparation of Bids

The bid shall be legibly printed in ink or typed. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

POSGCD is exempt from Federal and State Sales Taxes and such taxes shall not be included in bid prices.

Signatures

All bids, notifications, claims, and bid documents must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

Rejection or Withdrawal

POSGCD reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids.

Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to POSGCD. Unless otherwise specified in this document, POSGCD reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of POSGCD. Any bidder who is in default to POSGCD at the time of submittal of the bid shall have that bid rejected. POSGCD reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by POSGCD, shall be deemed non-responsive and the offer rejected.

In evaluating bids, POSGCD shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, POSGCD may conduct such investigation, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

POSGCD reserves the right to award this contract on the basis of **best value** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards, and/or to reject any or all bids.

A response to this document is an offer to contract with POSGCD based upon the terms, conditions, and specifications contained in the document. Bids do not become contracts unless and until they are executed by POSGCD, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the document, unless any of the terms and conditions are modified by a project Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

The successful vendor will hold POSGCD officers and employees harmless from any claim of liability asserted by reason of the negligence, gross negligence, and/or willful or intentional misconduct of the vendor, their agents, servants, and employees in relation to this project.

Bid Results

Bid results are not provided in response to telephone inquiries. A final tabulation will be available following bid award and will be emailed, if requested, by the General Manager.

Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with POSGCD's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of POSGCD, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. POSGCD reserves the right to determine if equipment/product being bid is an acceptable alternate.

All goods shall be new unless otherwise so stated in the bid.

POSGCD may accept quotes for never titled Program/Demo vehicles. If a vendor submits a bid for a Program/Demo vehicle, the wording "PROGRAM/DEMO VEHICLE" must be clearly stated on the Vendor Bid Form. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

Non-Performance

Continuing non-performance of the bidder in terms of specifications shall be a basis for termination of the contract bid. Cancellation by POSGCD may be made upon thirty (30) days written notice to the successful vendor. The district shall not pay for services, equipment or supplies which are unsatisfactory. Vendors will be given reasonable opportunity (30 calendar days) before termination, to correct deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

Notice to Proceed/Purchase Order

The successful bidder may not provide purchased items or services under this contract until authorized to do so by receipt of a POSGCD Purchase Order.

Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of POSGCD.

Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If a bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, POSGCD rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of POSGCD.

Descriptions

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

Bid Alterations

Bids cannot be altered or amended after submission deadline. Any alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Tax Exempt Status

POSGCD is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

Quantities

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. POSGCD reserves the right to be the sole judge as to whether items bid will serve the purpose intended. POSGCD reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of POSGCD. POSGCD reserves the right to award based upon individual line items, sections or total bid.

Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

Compliance with Federal, State, and Local Laws .

Bids must comply with all federal, state, and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by POSGCD. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the POSGCD General Manager, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of POSGCD. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

Maintenance

Maintenance required for equipment bid should be available to POSGCD by a manufacturer authorized maintenance facility. Cost for this service shall be shown separately on the Vendor Bid Form. If POSGCD opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly

Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for POSGCD. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to recommendation approval by the POSGCD Board of Directors. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. POSGCD reserves the right to contact any bidder, at any time, to clarify, verify, or require information with regard to this bid.

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods or services;
- c. the quality of the vendor's goods or services;
- d. the extent to which the goods or services meet POSGCD's needs;
- e. the vendor's past relationship with POSGCD;
- f. the total long-term cost to POSGCD to acquire the vendor's goods or services; and any other relevant factor specifically listed in the request for bids or proposals.

Scoring

The following criteria will be the base of the tabulation for this proposal

- Price..... 55%
- Ability to Meet POSGCD's Needs..... 20%
- Past Relationship with POSGCD..... 10%
- Vendor Reputation..... 10%
- Vendor Location..... 5%

Purchase Orders and Payment

Purchase Orders

A purchase order(s) shall be generated by POSGCD to the successful vendor. The purchase order number must appear on all itemized invoices, packing slips, and related communication. POSGCD will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered for which a valid invoice has been received.

Invoices

All invoices shall reference the Purchase Order number. Each invoice shall contain detailed itemization of each charge for products or services. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist POSGCD in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and POSGCD.

Payment shall not be due until the above instruments are submitted after delivery.

Suppliers should keep POSGCD advised of any changes in remittance addresses.

Do not include Federal Excise, State or City Sales Tax. POSGCD shall furnish tax exemption certificate, if required.

Payment

POSGCD will pay for the requested goods and/or services as promptly as possible, but in any event, no later than thirty (30) days after 1) receipt of goods; or 2) the day the service is complete; or 3) the day POSGCD receives the invoice for the goods and/or services, whichever is later.

Force Majeure

If either POSGCD or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

Warranty

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties and be free from all defects in material, workmanship and title.

Forms

Bidders must complete all forms contained within this bid document at the time of their bid submission.

SPECIAL TERMS AND CONDITIONS FOR VEHICLE PURCHASE

Please quote using quantity discounts for purchasing multiple vehicles if applicable.

POSGCD desires to purchase:

One (1) 1/2-ton Pickup Truck

All questions regarding this RFP should be made in writing via email to gwestbrook@posgcd.org.

Questions will be answered in the form of an addendum and posted on the POSGCD website at www.posgcd.org.

Vehicle Base Pricing: Base pricing shall include all standard equipment. Deletions of standard equipment shall not be allowed.

Order Placement: Orders will be placed with a valid purchase order number for the vehicles.

The units shall be completely assembled, adjusted, and all equipment installed and the unit made ready for continuous operation upon delivery.

All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful proposer. All parts shall conform in strength, quality and workmanship to the accepted standard of the industry.

The unit provided shall meet, or exceed all Federal and State of Texas safety, health, lighting, and noise regulations and standards in effect and application furnished at the time of manufacture.

Field demonstrations may be requested by POSGCD prior to, and/or during proposal evaluation. Demonstrations must be available at a location in the POSGCD area without cost to POSGCD.

Vehicles shall be new (or never titled Program vehicle(s) and meet or exceed the specifications listed. These specifications require any components needed to produce the whole unit of vehicle and equipment described by these specifications. All things essential to the production and delivery of the vehicle and equipment which these specifications are intended to describe, including those which may not be expressly mentioned, are required and must be furnished by vendor.

The vehicle will have a minimum three (3) year/36,000 mile, factory standard warranty, or greater.

Factory window sticker with the manufacturer's suggested retail price (MSRP) must be included in every vehicle delivered.

The base pricing and options items for any vehicle shall not exceed the MSRP. This is to include any and all factory price lists.

Prior to delivery, vendor shall provide a list of the vehicle identification numbers to the entity for each order.

Upon delivery, each unit shall be accompanied by the Manufacturer's Certificate of Origin, Sales Invoice, Signed Title Application, Odometer Statement, and Operator's Manuals.

POSGCDD shall be responsible for all shipping and delivery charges. Excess shipping charges will not be paid. Vendor must submit a copy of the freight bill, invoice from shipping company or invoice from the manufacturer before POSGCD will pay shipping charges.

POSGCD will not pay any Fuel Surcharges.

Technical Specifications of Vehicles

The vehicle shall include, at a minimum, the features listed.

Minimum Vehicle Equipment List:

1/2 - Ton Pickup:

- V-6 or V-8 gas engine
- Crew Cab
- 4x4
- Automatic Transmission
- Air Conditioning
- Power Door Locks/Windows
- AM/FM Radio
- Bluetooth enabled
- Vinyl Interior/Flooring
- White Exterior Paint (preferred)
- Cruise Control
- ABS
- LED Headlights
- A/T Tires
- Full Size Spare Tire
- Power Outlet (in cab)
- Locking Camper Shell (optional)

VENDOR BID FORM

Proposals format should be itemized. All features should be considered a line item. If a line item is included in the unit base price it must be noted in the Unit Price as "included" or with a dash. **Vendors may include their own formatted itemized quote as long as the stated requirements are met.** All quantities are subject to change.

1/2 – TON PICKUP (See Minimum Vehicle Equipment List)

Year: _____ Make: _____ Model: _____

Item	Qty	Unit Price	Extended Price
Base Price with Minimum Requirements			
Program/Demo Vehicle – Never titled			
Vendor Itemized quote attached			
Delivery			
Maintenance			
Total			

Warranty Years: _____ Warranty Mileage: _____

VENDOR INFORMATION

FAILURE TO COMPLETE THE FOLLOWING INFORMATION WILL RESULT IN BID DISQUALIFICATION

Company Name: _____

Company Address: _____

Maintenance Address: _____

Purchase Order Remittance Physical Address: _____

Purchase Order Remittance Email Address: _____

Business Contact Phone: _____

Toll Free: _____

Fax: _____

President/Owner: _____

General Manager: _____

Accounting/Accounts Receivable Manager: _____

Sales Manager: _____

Authorized Company Representative: _____

Authorized Company Representative Signature: _____

Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID