

**BREWSTER COUNTY, TEXAS
REQUEST FOR PROPOSAL #24-09
VEHICLES**

SECTION I - GENERAL INSTRUCTIONS AND INFORMATION

1.01 BREWSTER COUNTY IS REQUESTING PROPOSALS for the purchase of a vehicle for the County's tourism operation.

1.02 SUBMISSION: Sealed proposals must be received by September 23, 2024, at 4:00 pm.

CLEARLY MARK ENVELOPE: "RFP #21-02 —VEHICLES."

RETURN PROPOSALS TO: **BREWSTER COUNTY JUDGE'S OFFICE**
 201 W. Avenue E
 P O Box 1630
 Alpine, TX 79830

Proposal must be submitted as instructed in this packet. **Two (2) copies** of your proposal should be placed in a sealed envelope, manually signed by a person having the authority to bind the *firm* in a contract. The proposal number and title must be clearly marked on the outside of the envelope. Facsimile and/or electronic transmittal shall not be accepted.

1.03 NO OFFER: If Vendor does not wish to submit a proposal at this time but desires to remain on the bidder's list, please submit a "NO OFFER" by the same time and at the same location as stated above. BREWSTER County is always conscious and extremely appreciative of the time and effort you must expend to submit an offer.

1.04 CONTACT: Vendors are cautioned that any oral statement by any representative of the County, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the Vendor.

Requests for information regarding matters related to this RFP should be directed to:

Greg P. Henington
BREWSTER County Judge
P O Box 1630
Alpine, TX 79830
432-837-2412
County.judge@co.brewster.tx.us

1.05 ACCEPTANCE/REJECTION OF PROPOSALS: It is understood that the BREWSTER County Commissioners Court reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest proposal. The award of the contract shall be made to the responsible Vendor 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 set forth in this request for proposals.

1.06 LATE PROPOSALS: Proposals received in the County Judge's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. BREWSTER County is not responsible for lateness of mail, carrier, etc., and the time and date stamped by the Judge's Office shall be the official time of receipt. Vendors should be aware that overnight delivery to Alpine, Texas may not be available.

1.07 ALTERATION OF PROPOSALS: Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

1.08 WITHDRAWAL OF PROPOSALS: A proposal may not be withdrawn or cancelled by the Vendor for a period of thirty (30) days following the date designated for the receipt of proposal, and Vendor so agrees upon

submission of their proposal.

1.09 ACKNOWLEDGEMENT OF PROPOSALS: Proposals will be received and publicly acknowledged on September 24, 2024, at 9:30 am in the Brewster County Courthouse. Vendors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing Vendors and kept secret during the negotiation/evaluation process. All proposals shall be open for public inspection after the contract is awarded, except for confidential information contained in the proposal so identified by Vendor as such.

SECTION 2.0 — SPECIFIC REQUIREMENTS

2.01 EVALUATION CRITERIA: Proposals will be evaluated based on a comprehensive set of criteria. The award of the contract shall be made to the responsible Vendor whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in this request for proposals in accordance with the Texas Local Government Code, Chapter 262. The evaluation criteria will be grouped into percentage factors as follows:

50% Proposed product, services and delivery schedule

50% Total Proposed Price

2.02 MINIMUM REQUIREMENTS: The County seeks to purchase the above-mentioned equipment per the specifications outlined in Section 3 of this Request. Vendors shall provide a proposal on Vehicles that meet or exceeds the basic specification listed. When a specific make/model is listed, the term “or approved equal” applies; the County is open to all makes/models that meet the listed specifications.

Negotiations may be conducted with responsible Vendors who submit proposals determined to be reasonably susceptible of being selected for award. All Vendors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining the best and final offer.

2.03 PRICING: Vendor shall provide pricing information on the required form. (attached) Pricing shall include all equipment, warranty, delivery, installation, and financing costs.

2.04 EXCEPTIONS TO PROPOSAL: All exceptions to the terms, conditions and/or specifications should be listed on a separate sheet of paper labeled “Exceptions to Proposal.” If no exceptions are stated, it will be understood that all terms, conditions and/or specifications will be complied with.

2.05 SUBMITTAL: For proper comparison and evaluation, BREWSTER County requests that proposals follow the format outlined below:

- A. Signature Form — Vendor shall complete and submit with the proposal the Signature form provided as part of this request for proposal.
- B. Vendor Background Information — Include information on the company including number of years in business and other relevant qualifications and experience. Identify any proposed dealer/subcontractor who will be responsible for the product delivery including their relevant qualifications and experience.
- C. Proposal Pricing — Vendor shall submit with the proposal the attached Price Form. All exceptions to the terms, conditions and/or specifications should be listed on a separate sheet of paper labeled “Exceptions to Proposal.” If no exceptions are stated, it will be understood that all terms, conditions and/or specifications will be complied with.
- D. Warranty – Vendor shall submit information on the warranty offered under this proposal. Cost for any

warranty shall be included in the quoted price for the equipment.

- E. Explanations and Exceptions — Include explanations, exceptions, comments, etc., that you consider necessary pertaining to the specific sections of the specifications. All comments shall be listed and numbered in the order of the respective article of the specification.
- F. Other Information — Vendor should include any other information that will be helpful in evaluation of their proposed. The includes, but is not limited to, illustrative or descriptive literature, brochures, explanations or comments.

2.06 VENDOR RESPONSIBILITY: It is the responsibility of each Vendor before submitting a proposal to examine thoroughly any contract documents and other related data identified in the proposal documents; to consider federal, state and local laws and regulations that may affect costs, progress, performance or furnishing of the work and to promptly notify the County Judge's Office of all conflicts, errors, ambiguities, or discrepancies which Vendor has discovered in or between the contract documents and such other related documents.

SECTION 3.0 —SPECIFICATIONS

3.01 BREWSTER County seeks to purchase a Vehicle for use in the county's tourism office. Vendor shall provide a proposal on a Vehicle that meet or exceed the basic specification listed. When a specific make/model is listed, the term "or approved equal" applies. BREWSTER County shall be the sole judge whether item(s) proposed are equivalent to those specified.

3.02 One Chevrolet Suburban vehicle or approval equal. Equipment proposed must be year model 2024 or newer and meet the following minimum requirements:

- L84 – Engine; 5.3L, V-8
- Automatic transmission
- Four wheel drive acceptable, but NOT Required
- Exterior color: Any
- Interior color: Any
- Tow package

3.03 DELIVERY: Vendor shall deliver equipment during normal working hours (8:00 am – 5:00 pm Central Time) to the BREWSTER County Judge's Office; 201 W. Avenue E, Alpine, Texas 79830. Delivery should be coordinated with the Judge's Office.

3.04 TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the County until the County actually receives and takes possession of the goods at the point(s) of delivery.

SECTION 4.0 - GENERAL CONTRACT TERMS AND CONDITIONS

4.01 CONTRACT: This proposal, submitted documents and any negotiations, when properly accepted by the BREWSTER County Commissioners Court, shall constitute a contract equally binding between the successful Vendor and BREWSTER County. No different or additional terms will become a part of this contract with the exception of a Change Order. A purchase order shall be generated by BREWSTER County to the Successful vendor.

4.02 CONFLICT OF INTEREST: No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

4.03 CONFIDENTIALITY: All information disclosed by BREWSTER County to the successful Vendor for the

purpose of the work to be performed or information that comes to the attention of the successful Vendor during the course of performing such work is to be kept strictly confidential.

4.04 ADDENDA: Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the BREWSTER County Judge. Addenda will be mailed or emailed to all who are known to have received a copy of this Request for Proposal. Vendor shall acknowledge receipt of all addenda.

4.05 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 BREWSTER County Judge.

4.06 ASSIGNMENT: The successful Vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of BREWSTER County Commissioners.

4.07 VENUE: This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in BREWSTER County, Texas.

4.08 SUBMITTAL OF CONFIDENTIAL MATERIAL: Any material that is to be considered as confidential in nature must be clearly marked as such by the Vendor and will be treated as confidential to the extent allowable under Section 552 of the Texas Government Code. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION." Pricing information is not considered confidential.

4.09 INDEMNIFICATION: Successful Vendor shall defend, indemnify and save harmless BREWSTER 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 Vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Vendor shall pay any judgment with cost which may be obtained against BREWSTER County growing out of such injury or damages,

4.10 SALES TAX: BREWSTER County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

4.11 PATENTS/COPYRIGHTS: The successful Vendor agrees to protect BREWSTER County from claims involving infringements of patents and/or copyrights.

4.12 TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, completion and acceptance of services or default. BREWSTER County reserves the right to terminate the contract immediately in the event the successful Vendor fails to:

1. Meet delivery or completion schedules, or
2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another Vendor, purchase elsewhere and charge the full increase cost to the defaulting Vendor.

Either party may terminate this contract with thirty (30) day written notice prior to either party stating cancellation. The successful Vendor must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the BREWSTER County Judge P.O. Box 1630, Alpine, Texas 7983.

4.13 PERFORMANCE OF CONTRACT: BREWSTER 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 resulting contract award.

4.14 INVOICES: Invoices shall be mailed directly to:

BREWSTER County Judge
P O Box 1630
Alpine, TX 79830

The invoices shall show:

1. Firm name and address;
2. Detailed breakdown of all charges for the services delivered, stating the applicable period of time;

Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

4.15 PAYMENT: Payment will be made upon receipt and acceptance by the County of all completed services and/or product ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Vendor is required to pay subcontractors within ten (10) days.

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

BREWSTER COUNTY, TEXAS
RFP #24-09

PRICE FORM

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

VENDOR NAME: _____

<u>Description</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Chevrolet Suburban or approved equal that meets or exceeds specifications	1	_____	_____
		_____	_____

Brand Bid: _____

Year/Model: _____

Warranty: _____

Delivery time after receipt of order: _____

Check one:

Yes, the price above is for the equipment as specified

No, I have one or more exceptions to the specifications which are listed on a separate sheet.

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SIGNATURE FORM

NOTE: PROPOSALS NOT ACCOMPANIED BY THIS FORM WILL NOT BE CONSIDERED.

The undersigned hereby certifies that he/she understands the specifications and any addendums, has read the document in its entirety and the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, proposer further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract; this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder; and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name: _____

Address of Principal Place of Business: _____

Street: _____

City, State, Zip: _____

Phone of Principal Place of Business: _____

Fax of Principal Place of Business: _____

E-mail Address of Representative: _____

Date: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Authorized Signature: _____