

San Jacinto River Authority

REQUEST FOR BIDS

Tractors

(John Deere 6430)

**SEALED BIDS TO BE SUBMITTED BEFORE:
2:00pm, Wednesday, October 14, 2009**

Introduction

The San Jacinto River Authority is soliciting Bids for two (2) tractors. Sealed Bid packages will be accepted until 2:00 pm, Wednesday, October 14, 2009 and publicly opened and read aloud immediately following the opening. Any Bid received on or after 2:00 PM will be returned unopened. Sealed Bids must be delivered to:

**Reed Eichelberger, P.E.
General Manager
San Jacinto River Authority
1577 Damsite Road
Conroe, Texas 77304
(P) (936-588-1111)
(F) (936-588-3043)**

Specifications and Information for Bidders are on file and may be examined at the main office of the San Jacinto River Authority, 1577 Dam Site Road, Conroe, Texas and are available online at <http://www.sjra.net> or may be obtained by prospective Bidders by calling 936-588-1111.

Requests for additional information should be forwarded to Ron Kelling by phone (936-588-1111) or email (rkelling@sjra.net) prior to Wednesday, October 7, 2009.

Bidders are required to submit one (1) original sealed Bid. Bids must be completed and submitted on the forms found within this Request for Bid.

Acceptance

The San Jacinto River Authority reserves the right to accept or reject any or all Bids, to waive any informalities, irregularities and technicalities, and to accept the offer considered most advantageous in order to obtain the best value for the SJRA. Bids will be considered irregular and may be rejected by the San Jacinto River Authority if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate Bids, or irregularities of any kind.

Alternative Bids

Alternate Bids on similar or comparable products of any manufacturer or vendor equal to the products described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The San Jacinto River Authority shall be the sole judge on whether the alternate product is similar to, equal to and in compliance with that specified. The decision of the San Jacinto River Authority shall be final.

Reimbursements

There is no expressed or implied obligation for the San Jacinto River Authority to reimburse responding firms for any expenses incurred in preparing Bids in response to this Request for Bid and SJRA will not reimburse responding firms for these expenses, nor will the SJRA pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

F.O.B.-Damage

Bids will not be considered unless Bid F.O.B. delivered Highlands Division, 1108 E. Canal, Highlands, Texas 77562. If shipping costs are not included in the unit bid price, Bidder must give exact delivery cost, which is to be prepaid or added to the invoice. The San Jacinto River Authority assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices

Bidders must hold Bid prices firm for 90 days after the Bid opening date to allow the San Jacinto River Authority sufficient time to award a contract. Once a Contract is awarded, the successful Bidder must hold Bid prices firm for the duration of the Contract.

Authorized Signature

Bids must show full firm name and mailing address of Bidder and be manually signed by an authorized sales or quotation representative of the Bidder. Submission of a signed Bid will be interpreted to mean that Bidder has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Bids

Bids cannot be altered after receiving time or opening time. No Bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the SJRA General Manager.

Payment Of Invoices

Invoices must be submitted by the successful Bidder in duplicate to Mike Reed, Highlands Division Manager, San Jacinto River Authority, 1108 E. Canal, Highlands, Texas, 77562. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the Bid unit prices. Invoices shall not contain work that was not satisfactorily completed.

Taxes

The San Jacinto River Authority is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID.

Delivery

Bids must show the number of consecutive calendar days required to deliver the equipment. Failure to specify delivery time will be considered reason enough to cause the Bid to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within ten (10) days after number of days specified on Bid, entire order may be canceled.

All deliveries are to be made to the Highlands Division, San Jacinto River Authority, 1108 E. Canal, Highlands, Texas, 77562. Deliveries will be accepted only during normal working hours (8 am to 5 pm) on normal working days (Monday thru Friday). Unless otherwise indicated, items received must

be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communication Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.

The successful Bidder agrees to protect the San Jacinto River Authority from any claim involving patent right infringements, copyrights or sales franchises.

Addenda

In the event of a needed change in the published Bid documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Bidders are responsible for obtaining all published addenda from the San Jacinto River Authority. The SJRA assumes no responsibility for the Bidders failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the Bid to be rejected. The SJRA's decision to accept or reject any particular Bid due to a failure to acknowledge and submit addenda shall be final.

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the San Jacinto River Authority, including affiliations and business and financial relationships such persons may have with San Jacinto River Authority officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law are available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE SAN JACINTO RIVER AUTHORITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

Vendor Name: _____

**SPECIAL PROVISIONS FOR BIDDING EQUIPMENT
TO THE SAN JACINTO RIVER AUTHORITY**

1. The units proposed and furnished under this Request for Bids shall be of the latest improved model in current production (as offered to commercial trade) and shall be of good quality as to workmanship and materials used.
2. It is understood that the equipment offered by the Bidder will meet all requirements of the specifications in this Request for Bids unless deviations from the specifications are clearly indicated in the spaces or sheets provided. In order for the bid to be considered, an explanation must be made for each item in which an exception is taken, given in detail the extent of the exception and the reason for which it is taken.
3. The Bidder represents that all the equipment offered in this Request for Bids shall be new and unused and the equipment meets or exceeds "OSHA" requirements, if any apply. Used, shopworn, demonstrators, prototype or discontinued models are not acceptable.
4. If applicable, the equipment shall, in all respects, meet or exceed all requirements of the Federal Government, State of Texas safety standards and vehicle codes, ANSI, NEMA and any other applicable requirements.
5. The term "factory installed", if used in these specifications, shall mean that accessories so designated shall be installed at the factory by the manufacturer during production of the equipment or vehicle.
6. The term "heavy duty", if used in these specifications, shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production equipment; and it shall be able to withstand unusual strain, exposure, temperature, wear and use.
7. Bidder shall submit, with this Bid, full descriptive data, including make and model, specifications, brochures, and any other applicable information on the equipment proposed in this Request for Bids.
8. The successful Bidder shall be expected to comply with the delivery or completion time he/she indicates, as this item will be given much consideration in making recommendation for award of the Bid.
9. The successful Bidder shall be required, at no additional cost to the San Jacinto River Authority, to furnish all applicable operator manuals, parts books and instruction manuals. These items shall be considered as part of the Bid and it is expected they be delivered with the equipment. Payment for the equipment shall not be made until all manuals are delivered.
10. Upon delivery to the end user, the equipment must be completely assembled and tested by the successful Bidder and the unit made ready for immediate and continuous operation prior to the successful Bidder leaving the delivery site. Parts and mechanisms not specifically mentioned herein which are necessary to provide a complete working unit shall conform in quality to the best standards usually provided the general trade and be listed and priced on the submitted Bid.

11. Unless otherwise specified, all units shall be furnished complete with standard equipment and factory-installed accessories as listed in the manufacturer's printed literature for all models specified herein. The following items are minimum requirements for the models specified herein, and shall be provided and included in the Bid price for the unit.

Item	Value/Description
Equipment	Tractor
Number to Be Provided	2
Configuration	Standard Cab
Condition	New
Year	2009 or 2010
Manufacturer/Model	John Deere 6430 STD OOS
Drive	Four Wheel Drive
Min. rated PTO horsepower at rated engine rpm	95 hp
Min. rated engine horsepower at rated engine rpm	115 hp
Maximum rated engine speed	2300 rpm
Minimum number of cylinders	4
Minimum total cylinder displacement	276 cu. Inches (4.5 liters)
Minimum fuel tank capacity	43.6 US gallons
Fuel type	Diesel
Transmission	SyncroPlus 16F x 16R with Left Hand Mechanical Reverser
Clutch	Wet
Power Take-Off	540/1000 rpm with reversible shaft
Hydraulic system type	Constant flow load sensing or open center
Min. hydraulic pump rated output at rated engine rpm	16.6 gpm
Hydraulic system remote control valves and hose hookup	3 (to accommodate 15 foot mowers currently owned by SJRA)
Exhaust	Vertical with Underhood Muffler
Steering	Power steering
Hitch	Three point hitch raise/lower control, telescoping stabilizers/draft links
Minimum hitch lift capacity	5000 lbs
Operator Station	Cab, rollover protective structure, glass roof hatch with sun shade, tilt steering, two entry doors with locks, heater and air conditioner, right-hand transmission controls, tinted glass, front and rear wiper and washer, interior dome light, rearview mirror, horn, AM/FM radio, and deluxe Super Comfort seat with mechanical suspension and lap belt.

Instrument panel	Implement controls, tachometer, coolant temperature gauge, fuel gauge, run time meter and warning/indicator lights for turn signals, high beam on, alternator, engine oil pressure, fuel level low, parking brake on, and differential lock engaged.
Exterior lights	two headlights, two forward facing turn signals/warning lights and two combination tail, stop/brake, turn signal and warning light
Minimum Wheelbase	94.5 inches
Minimum warranty	24 months
Minimum Weight	10,000 lbs
Wheels	Flanged Axle, 8 Position Steel Wheels
Tires	14.9 R24 R1W radial on the front 18.4 R38 R1W radial on the rear

12. Vendor shall provide Manufacturer's Certificate of Origin and a Bill of Sale for each unit at the time of delivery.
13. Vendor shall complete the applicable sections of Form 130 U for each unit and provide at the time of delivery.

BID SHEET

GENERAL

All Bids must be in strict accordance with all terms, conditions and specifications within this Request for Bids.

To be accepted, Bidders must thoroughly complete all blanks in this section. (Please type or write legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may be cause to reject a Bid package. If there are discrepancies in unit price and total, unit price will prevail.

ITEM-1	Tractor	Bid Price (Ea):	\$
	Manufacturer	Model	Year
Quantity Provided			2
Total Price			\$
Specify: Delivery will be made within _____ consecutive calendar days after receipt of order.			

Company Name: _____

PARTS, SERVICE, WARRANTY AND TRAINING DATA SHEET

The Bidder must provide the information requested on this data sheet, and this information will be evaluated and given much consideration in making a recommendation for award of Bid. Failure to respond or complete this form may be considered just cause to disregard the Bid. Response will be included in overall evaluation of the Bids.

- Routine Service Calls and Inspection - State the number and frequency of routine service calls and equipment inspections that will be conducted free of charge, if any.

- On-Call Maintenance Consultation Service - State the length of time maintenance consultation visits, by a fully qualified service representative, will be available on an on-call basis and the approximate response time. Include the charge for each visit, if any.

- Spare Parts Service - State the location where a stock of standard parts for this unit will be maintained and approximate time required to deliver them to Highlands, Texas. Include delivery charge, if any. _____
- Responsible Person and Alternate to be contacted for service (including warranty service), Parts, Consultation, Literature, etc. Furnish telephone numbers, hours and mailing address.

- Repair Service - State approximate response time during and after the warranty when notified of a requirement for service. _____
- Warranty - State in months the warranty you have to offer for both parts and labor. ____
- Warranty Service - State the location where the warranty service is to be performed.

- Training - Does your company offer on-site Equipment Operation, Maintenance and Safety Training?
YES _____ NO _____
If "YES" is checked, explain the service and cost, if any.

- If awarded Bid, vendor must supply a list of all replaceable filters and other routine maintenance parts, and associated part number.

CERTIFICATION OF BID

The undersigned certifies that he/she has fully read and understands this "Request for Bids" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

Signed By: _____

Typed Name: _____

Title: _____

Company Name: _____

Phone No.: _____

Fax No.: _____

Email: _____

Address: _____

P.O. Box or Street, City, State, Zip

Federal Tax ID No.: _____

Date: _____

**GENERAL INSTRUCTIONS
APPLICATION FOR TEXAS CERTIFICATE OF TITLE**

This form must be completed and submitted to your County Tax Assessor-Collector accompanied by any required application fee, supporting documents, registration fee if applicable, and any motor vehicle tax due. An application form may be reproduced or faxed; however, a completed form must contain original signatures to be accepted.

AVAILABLE HELP

- For assistance in completing this form contact your County Tax Assessor-Collector.
- For information about motor vehicle sales and use tax, or emission fees, contact the Texas Comptroller of Public Accounts, Tax Assistance Section, at 1-800/252-1382 toll free nationwide, or call 512/463-4600. (From a Telecommunication Device for the Deaf (TDD) ONLY CALL 1-800/248-4099, toll free nationwide or call 512/463-4621.)
- For title or registration information, contact your County Tax Assessor-Collector or the Texas Department of Transportation's Vehicle Titles and Registration Division at 512/465-7611. (From a Telecommunication Device for the Deaf (TDD) ONLY CALL 512/302-2110.)

NOTICE

With a few exceptions, you are entitled to be informed about the information TxDOT collects about you. Texas Government Code, §§552.021, 552.023, and 559.004 further entitle you to receive and review the information on request, and to request that the department correct any information about you that is deemed incorrect. Please contact the TxDOT Vehicle Titles and Registration Division, Customer Help Desk at 512/465-7611 for further details.

WARNING:

Any person who knowingly signs a false, joint statement is guilty of a felony of the third degree. (TEX. TAX CODE ANN., §152.101)

NOTICE

The sales and use tax must be paid to the County Tax Assessor-Collector within 20 county working days from the date of purchase or entry into Texas. The county will collect a \$2.50 fee for transfer of current registration in addition to the title application fees and other applicable fees. If not currently registered, registration fees will be due.

If the amount paid for a used motor vehicle in a private-party transaction under Chapter 152, §152.0412, is equal to or greater than 80 percent of the standard presumptive value of the vehicle, tax is computed on the amount paid. If the amount paid for the vehicle is less than 80 percent of the standard presumptive value of the vehicle, tax is computed on the amount equal to 80 percent of the standard presumptive value, unless the purchaser establishes the value of the vehicle by obtaining a certified appraisal from an authorized dealer or licensed insurance adjuster. See 34 T.A.C. §3.79.

Diesel powered vehicles may be subject to the Texas Emissions Reduction Plan surcharge on the taxable amount.

If the tax or diesel emissions surcharge is paid from 1 to 30 calendar days late, a penalty of 5 percent of the tax will be charged; if more than 30 calendar days late, the penalty will be 10 percent of the tax. Minimum penalty is \$1 (TEX. TAX CODE ANN., §152.066).

In addition to the late tax payment penalty, Transportation Code, §§520.031 and 520.032, provides for an escalating delinquent transfer penalty for failure to apply for title within 20 county working days from the date of title assignment. Submit this application, along with proper evidence of ownership, and a copy of valid proof of financial responsibility, such as a liability insurance card or policy as provided in Transportation Code, §502.153.

All new residents applying for Texas certificate of title and registration for a motor vehicle must file at the County Tax Assessor-Collector of the county in Texas where the applicant resides within 30 days of establishing residency. Texas law requires that all vehicles, previously registered and titled or registered in another state or country, be inspected for safety and the motor and serial number or vehicle identification number verified before such vehicles may be registered in Texas. These inspections must be made by State appointed Safety Inspection Stations who will then complete an out-of-state Vehicle Identification Certificate. This form must be submitted to the County Tax Assessor-Collector with your application for registration and certificate of title.