

**GRAYSON COUNTY, TEXAS**

**INVITATION FOR BID**

RETURN BID TO:

GRAYSON COUNTY PURCHASING OFFICE  
100 W. HOUSTON ST.  
SHERMAN, TEXAS 75090

The enclosed INVITATION FOR BID and accompanying SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services for Grayson County.

Sealed bids shall be received no later than:

10:00 A.M., WEDNESDAY, AUGUST 04, 1999  
MARK ENVELOPE: "BID NO. 99-07-02; ESTRAY"

Grayson County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in the Purchasing Agent's Office, County Courthouse, 100 W. Houston Street, Sherman, Texas, on the bid closing date and time.

If bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive IFB's, bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified.

Grayson County is always very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

Awards should be made approximately two weeks after bid opening date. Bidders desiring a copy of the bid tabulation sheet may request same by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. If you have any questions, please contact the Grayson County Purchasing Department at (903)813-4259, Jeff Schneider - County Purchasing Agent.

IFB 99-07-02

GRAYSON COUNTY

INVITATION FOR BID

INSTRUCTIONS/TERMS OF CONTRACT

BID NO.99-07-02

BY ORDER OF the Grayson County Sheriff's Office, sealed bids will be received for

THE CAPTURE AND CARING FOR ESTRAY CATTLE AND HORSES WITHIN GRAYSON COUNTY

IT IS UNDERSTOOD that Grayson County, Texas reserves the right to accept or reject any and/or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Grayson County.

BIDS MUST BE submitted on pages 07 through 10 of this form. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:  
Grayson County Purchasing Office  
100 W. Houston Street  
Sherman, Texas 75090

NO LATER THAN 10:00 A.M., WEDNESDAY, AUGUST 04, 1999

MARK ENVELOPE: "BID NO. 99-07-02; ESTRAY"

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE OPENING DATE AND TIME.**

IFB 99-07-02

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

**LATE BIDS:** Bids received in County Auditor's office after submission deadline shall be returned unopened and will be considered void and unacceptable. Grayson 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 interlineation, 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:** Grayson County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the bid price shall not include taxes.

**BID AWARD:** Grayson 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 Grayson County, shall constitute a contract equally binding between the successful bidder and Grayson 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 Grayson County Purchasing Agent.

**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 Grayson 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. Grayson 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.

ADDENDA: Any interpretations, corrections or changes to this Invitation For Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Grayson County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Invitation For Bid. Bidders shall acknowledge receipt of all addenda.

BID MUST COMPLY with all federal, state, county and local laws concerning this type of project.

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.

Grayson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Grayson County requests bidder to supply, with this IFB, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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 save harmless Grayson 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 Grayson 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. Grayson 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: Grayson 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. Grayson 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.

CONTRACT ADMINISTRATOR: Under this contract, Grayson 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 Grayson County Purchasing Department (which has the overall contract administration responsibilities) and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Grayson County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Grayson County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show Purchase Order Number and shall be mailed directly to the Grayson County Auditor's Office, P.O. Box 876, Sherman, Texas 75091.

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.

REMEDIES: The successful bidder and Grayson 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 Grayson 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 Grayson 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.

ANY QUESTIONS concerning this Invitation For Bid and Specifications should be directed to the Purchasing Department at (903)813-4259, Jeff Schneider - Purchasing Agent.

GRAYSON COUNTY

SPECIFICATIONS AND BID SHEETS

ESTRAY CATTLE AND HORSE CAPTURE and CARE

GENERAL: It is the intent of the following specifications to describe the furnishing of all equipment, tools, materials, facilities and labor to capture and care for estray cattle and horses within Grayson County, in accordance with Texas Agriculture Code 142, Estray.

GENERAL PROCEDURES:

1. Estray must be taken into custody after notification by the Sheriff's Department.
2. An incident report will be generated by the estray officer reporting the estray, giving the description on the animal, the date, time and location animal was taken into estray.
3. The Sheriff's office issues the Notice of Sale which is posted in the Sherman Courthouse, Denison Sub-courthouse, and published in a paper of general publication within the County. (If the owner is known, a certified letter will be sent, requiring no advertising.) Publication will be twice with the first date of publication at least 10 days prior to sale of the animal.
4. At the time of sale as published, the contractor will be obligated to state their incurred cost which include, but not limited to, capture, daily care, and veterinary costs if any.
5. If the animal is sold at sale, the successful bidder will take ownership at the time of sale and payment is received. If the animal is not sold, it becomes the property of the County to sell at auction, or other disposition as is in the best interest of the County.
6. If the owner of the estray claims ownership prior to sale, they are obligated to pay for all costs incurred prior to retaining ownership.

GENERAL SCOPE OF WORK:

1. Contractor is responsible to provide sufficient assistance and tools required to capture the animal.
2. The animal will be transported by the contractor to their site of storage in a secure trailer of the type normally used to transport that type of animal. If the animal is injured during the capture of transportation, the Sheriff's office shall be notified as soon as possible.
3. The animals must be secured in a fenced area and provided shelter appropriate for the type animal.
4. The animal will be provided proper food and access to water appropriate to the type animal.



FIRM/BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

Title

Type or Print Name and Title

ADDRESS: \_\_\_\_\_

Street Address and/or P.O. Box No.

City

State

Zip Code

PHONE: ( ) \_\_\_\_\_

( ) \_\_\_\_\_

A/C Phone Number

A/C Fax Number

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE ITEMS HAVE BEEN PROVIDED:

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

BIDDER MUST SIGN AFFIDAVIT ON PAGE 09 AS PART OF THIS BID  
RETURN PAGES 06 THROUGH 09 OF BID PACKAGE AND ALL  
DOCUMENTATION REQUIRED BY THIS INVITATION FOR BID

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all labor & materials upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation For Bid. The period of acceptance of this bid will be \_\_\_\_\_ calendar days from the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by bidder.)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and

for the State of \_\_\_\_\_, on this day personally appeared

\_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a  
(name)

duly authorized officer of/agent for \_\_\_\_\_;  
(name of firm)

and have been duly authorized to execute the foregoing

on behalf of the said \_\_\_\_\_.  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the goods/services bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: \_\_\_\_\_

\_\_\_\_\_  
Telephone # \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_  
\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_