

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
GENERAL INFORMATION  
CONSTRUCTION EQUIPMENT, ROAD & BRIDGE EQUIPMENT, DITCHING & TRENCHING &  
UTILITY EQUIPMENT Sealed Proposal #345-10**

**\*\*\*Please insure that you have either downloaded or printed all sections of this specification package. All proposal forms must be returned in a sealed envelope – no electronic responses will be accepted.**

**PURPOSE OF THE CONTRACT:**

The intent of this proposal process is to establish a contract for the purchase of various construction equipment, road and bridge equipment, ditching and trenching and utility equipment and accessories used by various member entities of the purchasing cooperative. Because the various member entities require different equipment and supplies, this proposal is a request for the discount off of catalog or price list. Purchases can be made by any cooperative member entity at any time within the contract.

**NOTE: Vendors responding must be approved by the manufacturer to sell/install the brand of equipment submitted and vendors must submit an approval letter from each manufacture with proposal response. Manufacturer authorization letters must include the Texas regions in which equipment can be sold.**

**NOTE: Price lists must be submitted with proposal response or proposal response will not be considered!!!**

**TERM OF CONTRACT:**

The term of this contract will be for one (1) year beginning October 1, 2010, with two (2) possible one – year extensions. The vendor has no right to or vested interest in an extension, and any extensions must be mutually agreed upon in writing by both parties. Each successful vendor shall supply products at the discount structure established for the duration of the contract. Successful vendors shall honor all purchase orders prepared by each cooperative member entity.

The estimated value of this contract is \$111,000,000 based on previous contract usage; however, this estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent upon actual needs and available funding. The actual order quantities will be dependent on usage and budget availability and purchases will be made by the individual cooperative member entities as needs arise.

**AWARD AND EVALUATION:**

This proposal will be awarded in the best interest of the Cooperative based on the evaluation and award criteria included in Item #7 of the General Terms and Conditions.

Awarded proposals will not be active on the Buyboard until price sheets or catalogs are submitted in the proper format to be posted to the Buyboard.

**TYPE OF CONTRACT:**

This is a “sealed proposal” based on discount off catalog price. All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with proposal response.

Contract prices shall include all transportation charges (FOB Destination). Separate or additional transportation charges will not be paid by cooperative member entities.

By signing this proposal, the proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

The scope of service in this RFP does not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architectural and professional engineering services.

Individual School District Members of the Cooperative may in certain circumstances request background checks on vendor employees who will have direct contact with students.

**DELIVERY RESPONSE:**

Routine delivery response to any cooperative member entity shall be within 10 working days after receipt of purchase order. Delivery shall be made during normal working hours of the individual ordering entity.

Any participating entity may request emergency delivery. Successful vendors shall use their best efforts to comply with rush or emergency requests. However, if the successful vendor cannot fulfill the emergency delivery requirements, the participating entity may procure its needs from alternative sources without penalty.

**WARRANTY/GUARANTEE:**

All products purchased under this contract shall be **NEW** and free from defects. The awarded vendors shall have sole control of the defense of any action on claims and all negotiations for its settlement or compromise.

**BID PREPARATION INSTRUCTIONS:**

Catalog/Price List **must** be included with proposal.