

HOPKINS COUNTY  
BID NO. 2022-004  
USED 2019-2022 JOHN DEERE 324L

**RETURN DEADLINE IS NO LATER THAN 9:00 A.M. THURSDAY, MARCH 24, 2022 in the County Judge's Office and will be Presented to Commissioners Court the same day.**

**SPECIFICATIONS AND BID FORMS**

**PURCHASE OF (1) USED 324L JOHN DEERE HIGH LIFT**

Carefully read all requirements, specifications, and instructions. Fill out all forms properly and completely. Submit your bid, including all appropriate supplements and/or samples. Be sure all required signatures are in place.

ALL HANDWRITTEN SIGNATURES MUST BE IN INK AND ALL PRICES MUST BE WRITTEN IN INK OR (PREFERABLY) TYPEWRITTEN.

BIDDER MUST INCLUDE EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

**RETURN BID TO:**

**COUNTY JUDGE'S OFFICE  
HOPKINS COUNTY COURTHOUSE  
118 CHURCH STREET  
P.O. BOX 288  
SULPHUR SPRINGS, TEXAS 75483**

**BIDS RECEIVED LATER THAN THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. BIDS WILL BE PRESENTED TO COMMISSIONER'S COURT AT 9:00 A.M. ON MARCH 28, 2022.**

**PURCHASE OF (1) JOHN DEERE 324 L**

**INVITATION TO BID**

From: Hopkins County Auditor  
P. O. Box 288  
Sulphur Springs, Texas 75483

BID NO. 2022-004

Bids will be received at the Hopkins County Judge's Office until **9:00 A.M. Thursday, March 24, 2022** and opened same date, in the County Judge's Office, First Floor, Hopkins County Courthouse. Bids will be presented for consideration at the 9:00 A.M. Commissioners Court meeting Monday, March 28, 2022.

**A. Scope of Bid**

Bids are solicited for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request in accordance with the following conditions:

**B. Conditions**

1. Upon acceptance and approval by the Commissioners' Court this bid affects a working contract between Hopkins County and the successful bidder for the period designated.
2. Bids must be received by the County Judge's Office prior to the time and date specified. The mere fact that a bid was dispatched will not be considered; the bidder must have the bid actually delivered.
3. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.
4. Hopkins County shall not be responsible for any verbal communication between any employee of the County and any potential bidder. Only written specifications and written price quotations will be considered.
5. Hopkins County reserves the right to reject any bid that does not fully respond to each specified item.
6. Bidder should include employer identification number or social security number.
7. Bidder's sealed envelope must carry BIDDER'S NAME with the following NOTATION:  
**"BID: #2022-004 for the Purchase of (1) USED JOHN DEERE 324 L HIGH LIFT**
8. Bids must be submitted on the BID SHEET attached to the specifications. Other material may be included with proposals as is deemed necessary by the bidder.
9. All merchandise should be new unless otherwise specified. Warranties should be furnished with

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all bids if applicable. Used merchandise may be furnished with all bids if applicable. Used merchandise may be substituted if like new and warranty or maintenance contract can be furnished with the bid. All dealer rebates and or discounts offered to purchaser should be stated on bid.

10. Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is non-transferable by either party.
11. Hopkins County may cancel this contract at any time for any reason of consistently unsatisfactory service from the other party provided a thirty day written notice is given to the other party.
12. Bidders should state all insurance coverage applicable to this contract. Examples are Workman's Compensation, General Liability, Manufacturer's Liability, etc.

THE SUCCESSFUL VENDOR MUST SUBMIT COPIES OF INSURANCE CERTIFICATES TO THE COUNTY AUDITOR BEFORE ANY WORK OR DELIVERY CAN BE INITIATED. Payments shall not become due and payable until such certificates have been filed.

13. Hopkins County reserves the right to accept alternate bids, for the purpose of assuring adequate availability of quantities needed.
14. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Total Price
  - c. Special needs and requirements of Hopkins County
  - d. Results of testing samples
  - e. Delivery
  - f. Hopkins County experience with products bid
  - g. Hopkins County's evaluation of Vendor's ability to fulfill contract.
  - h. Vendor's past performance record with Hopkins County.
15. Acceptance of merchandise, work, services, and/or equipment provided shall be made by the owner at his sole discretion when all terms and conditions of the contract and specifications have been met to his satisfaction, including the submission to the Owner of any and all documentation as may be required.
16. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten.

If there are any additional charges of any kind, other than those mentioned above, other than those mentioned above, specified or unspecified, bidder MUST indicate ALL items required and attendant costs or forfeit the right to payment.

17. Hopkins County is exempt from certain Federal Excise, State and Local taxes.

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18. Upon completion of this contract, or as otherwise stated, contractor shall send an itemized invoice of the material furnished and/or services performed to the County. Neither signed receipts Nor payments shall be construed as an acceptance of any defective work, improper oil, or a release for any claim for damages. All invoices must be originals or certified copies of originals and are to be sent to:

**County Auditor  
P.O. Box 288  
Sulphur Springs, Texas 75483**

Approved invoices will be paid on the second and fourth Mondays of each month, provided the invoices are received by Tuesday noon before the second and fourth Monday.

19. Specifications may reference name brands and model numbers. It is not the intent of Hopkins County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of the proof rests with them; Hopkins County shall act as sole judge determining in equality and acceptability of items offered.

**C. SPECIAL PROVISIONS**

**D. CONTRACT FULFILLMENT**

Hopkins County Commissioners' Court must, by law, award all contracts and the County Judge must sign all contracts and agreements before they become binding on the County.

Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for Hopkins County. All supplemental agreements are subject to approval of the County Attorney prior to being signed by the County Judge.

Binding agreements shall remain in effect until all products and/or services covered by his purchase have been satisfactorily delivered and accepted.

If this contract is intended to cover a specific time period, said time will be noted in the Specifications. If bid and performance bonds are required, the proper document will be included in the package.

**E. SPECIFICATIONS**

**F. BID SHEET**

**G. BID AFFIDAVIT**

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**NON-COLLUSION AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. He further certifies that bidder agrees to furnish any and/or all items upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation to Bid.

STATE OF TEXAS

COUNTY OF HOPKINS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who after being by me duly sworn, did depose and say:  
"I, \_\_\_\_\_ am a duly authorized officer of/agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing bid on behalf of the said \_\_\_\_\_. 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 he been for the past (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of equipment, services, or supplies bid on, or to influence any person or persons to bid or not to bid thereon."

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

Telephone \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
Type Name

Signature \_\_\_\_\_

SUBSCRIBED AND SWORN to me by the above named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

HOPKINS COUNTY  
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## **BID SHEET**

**Purchase of (1) USED JOHN DEERE 324 L HIGH LIFT**

Please list any deviations from specifications:

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**BID AMOUNT:** \_\_\_\_\_

**DELIVERY DATE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**BID AUTHORIZATION BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_