



INVITATION TO BID

NAME OF COMPANY SUBMITTING BID _____

SECTION I. GENERAL INFORMATION

These materials constitute an invitation to bid (ITB) and specifications for financing the acquisition of three (3) 2018 Mack LR613 Refuse Trucks for the City of Longview Sanitation Department, by means of a lease-purchase arrangement. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City modifying or changing any conditions of this ITB is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret this ITB, **written** questions will be accepted no later than close of business on October 13, 2017 by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip 75601)
Longview, TX 75606

PHONE (903) 237-1324
FAX (903) 291-5323

purchasing@longviewtexas.gov

Sealed bids will be received no later than: 2:00 PM OCTOBER 20, 2017 CST

MARK ENVELOPE: BID NO. 1617-38 FINANCING REFUSE TRUCKS
RETURN BID TO: CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TEXAS 75606

THE CITY OF LONGVIEW 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 the deadline will not be considered for award, and shall be considered void. Opening is scheduled in the Purchasing Offices at 300 W. Cotton, Longview, Texas. You are invited to attend.

It is currently intended that the award contemplated in this ITB will be made at the regular City Council meeting on November 9, 2017, but the actual date of the award is not guaranteed. If you have questions about whether the bid has been awarded or about the identity of the winning bidder, please contact the Purchasing Manager at the address above or by phone at (903) 237-1324.

Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.

INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



SEALED BID ● DO NOT OPEN

FINANCING REFUSE TRUCKS

BID No. 1617-38

BID OPENING: OCTOBER 20, 2017 @ 2:00 P.M. CST

For Information Contact:

**Jaye Latch
(903) 237-1324**

purchasing@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to at least one of the following:

If by U.S. mail:

**Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606**

If by delivery to physical location:

**Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601**

SECTION II. GENERAL INSTRUCTIONS AND TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

LEASE-PURCHASE FINANCING OF THREE (3) REFUSE TRUCKS

GENERAL: The City is seeking typical municipal lease purchase financing for three (3) 2018 Mack LR613 refuse trucks for the City of Longview Sanitation Department. The City intends to purchase and accept delivery during the City's 2017-2018 fiscal year. (The City's fiscal year begins October 1 and ends September 30.) At the end of the lease term, the Lessor should release any and all liens on the financed refuse trucks and the City should own the trucks free from all encumbrances.

A document giving all details is included in this ITB. Subject to the provisions of this ITB, it is the intent of the City to negotiate and enter into an agreement with the chosen bidder pursuant to which the chosen bidder will provide lease-purchase financing for the City's purchase of three (3) refuse trucks described in this ITB. As Lessor, the successful bidder may fund an escrow account as described in this ITB and payment will be made to East Texas Mack (vendor) at time of delivery. Any and all interest earned on the escrow after the deposit shall become a part of the assets of the escrow. Alternately, successful bidder may choose to fund the purchase by providing the necessary funding directly to the City prior to/or simultaneously with the execution of the purchase contract. City will receive title with the Lessor as a lienholder. Funding will occur on a mutually agreed date.

The lease-purchase agreement resulting from this ITB will not constitute obligations described in section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and therefore payments to the Lessor or its successor in right to receive payments under the lease-purchase agreement will be taxable and not tax-exempt, and the City will not file an IRS Form 8038-G or similar form with the IRS. In addition, the City will not designate such obligations as "qualified tax-exempt obligations" as described under section 265 (b) (3) of the Internal Revenue Code, so that the obligations will not be "bank qualified" under that section of the Code.

IMPORTANT LEGAL CONSIDERATIONS: Bidders should take special care to read and understand Section IV of this ITB entitled "IMPORTANT LEGAL CONSIDERATIONS AND CERTAIN REQUIRED CONTRACTUAL PROVISIONS." That section contains important information about legal requirements that apply to lease-purchase agreements with cities and about certain other contractual provisions that the City will require as part of the lease-purchase agreement and related documents. Please note that Section IV is not the sole portion of this ITB in which legal considerations and requirements may be described. It is the responsibility of the bidder to read and understand this entire ITB. Accordingly, bidders are urged to review both Section IV and this entire ITB with their legal counsel.

COMMENTS: The City's Purchasing Division solicits comments in regard to this ITB before date of closing. The final ITB and all addenda thereto will be binding on all bidders. Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, non-negotiable terms, or incomplete or unbalanced bids. It is the responsibility of the bidder to obtain copies of any addenda.

REJECTION / WAIVER OF DEFECTS: The City reserves the right to reject any or all bids for any or all services covered in this ITB and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City.

FORM OF BID SUBMISSION: Bids must be submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown in this ITB. **Elaborate binding or binders are discouraged. FACSIMILE TRANSMITTALS or ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.**

SUBMISSION OF BIDS: The City requests **one original and one copy of your bid.** Include all pages of

this document in submitting your bid. Sealed bids shall be submitted to:

**CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606**

LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME. Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

ALTERING BIDS: A bid that has been opened may not be changed for the purpose of correcting an error in the bid price (including, without limitation, any error in the proposed interest rate or in any proposed fees, charges, and/or expenses). Any interlineation, alteration, or erasure in the bid must be initialed by the signer of the bid.

WITHDRAWAL OF BID: All responses to this ITB must state that the bid is valid for a period of time not less than thirty (30) days following the date designated for the receipt of bids. However, the City prefers that the response be valid for a period of at least forty-five (45) days following the date designated for the receipt of bids. The lapse in a bid's validity due to the expiration of the time period stated in the bid may result in the award of a contract to another bidder whose bid is still valid at the time of the award.

BID COMPLIANCE AND RESPONSIVENESS: The City will review all bids for responsiveness and compliance with this ITB. Failure to comply with any requirement of this ITB may result in rejection of your bid.

BEST VALUE: THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY.

In determining the best value for the municipality, the City may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the City's needs;
5. the bidder's past relationship with the City;
6. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City to acquire the bidder's goods or services; and
8. any relevant criteria specifically listed in this ITB.

CHANGE ORDERS/ADDENDA: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this ITB. Any interpretations, corrections or changes to this ITB will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda will be posted on the City website: www.LongviewTexas.gov/Bids. In the event that the website is unavailable, all bidders must contact the Purchasing Agent for addenda inquiries. Bidders shall acknowledge receipt of all addenda. It is the bidder's responsibility to review the website or contact Purchasing Agent for any addenda.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City.

EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to any provisions of this ITB 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 provisions of this ITB. The City reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the City.

COMPLIANCE WITH LAW: Bids and bidders must comply with all federal, state, city and local laws concerning the services and agreements specified.

MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources 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.

The City may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

DOCUMENTATION REQUIRED: The bidder must provide with the bidder's response to this ITB all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

NOTICE: Any notice required by this ITB or by law to be given to the successful bidder by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address provided by the bidder in the bidder's response to this ITB; provided this shall not prevent the giving of actual notice in any other manner.

EQUAL EMPLOYMENT OPPORTUNITY: The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

SILENCE OF ITB: The apparent silence of this ITB as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of this ITB shall be made on the basis of this statement.

RELEASE OF INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction. By submitting a bid in response to this ITB, the bidder agrees that any information not clearly marked as proprietary is not confidential and may be publicly released. The City is subject to the Texas Public Information Act (Texas Government Code Chapter 552), and any and all agreements awarded pursuant to this ITB and any other documents related thereto will be public information. Bidder further agrees that the interest rate offered by bidder and the amounts of other fees and charges proposed in response to this ITB are all public information and bidder consents to the release of such information to the public.

NONRESIDENT BIDDERS: Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the nonresident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on

the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow.

COSTS OF BID: All costs incurred directly or indirectly relating to the preparation of a bid, or to the preparation of any oral or written clarification of a bid which the City may request, shall be the sole responsibility of the bidder.

BID SECURITY: A bid security is not required.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by City Council, the successful bidder will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print, sign and notarize Form 1295.
3. **Within seven (7) business days** from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 **must** be submitted to City of Longview.
4. The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www/ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.

Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.

SECTION III. SPECIAL INSTRUCTIONS AND TERMS

IMPORTANT LEGAL CONSIDERATIONS: Bidders should take special care to read and understand Section IV of this ITB entitled "IMPORTANT LEGAL CONSIDERATIONS AND CERTAIN REQUIRED CONTRACTUAL PROVISIONS." That section contains important information about legal requirements that apply to lease-purchase agreements with cities and about certain other contractual provisions that the City will require as part of the lease-purchase agreement and related documents. Please note that Section IV is not the sole portion of this ITB in which legal considerations and requirements may be described. It is the responsibility of the bidder to read and understand this entire ITB. Accordingly, bidders are urged to review both Section IV and this entire ITB with their legal counsel.

EXPERIENCE REQUIRED: The firm selected for the financing must demonstrate experience in municipal lease-purchase financing and provide examples of lease-purchase financing with agencies similar to the City.

CREDIT RATINGS: The City's credit ratings for revenue bonds are as follows:

AA Standard and Poors

NET LEASE: The lease-purchase agreement resulting from this ITB is expected to be a "net lease" transaction under which insurance, maintenance, and taxes on the purchased refuse trucks will be the responsibility of the City. All manufacturer's guarantees and warranties will pass on to the City.

FINANCE AMOUNT: The amount to be financed will be the final sales price reflected on the attached quote. The final sales price is \$773,223.00. The City expects to take delivery of trucks approximately January 2018.

Funding summary:

1. Lease purchase financing bid is awarded via City of Longview Council approval.
2. Lease purchase finance documents are executed.
3. City of Longview issues a purchase order for refuse trucks

Funding is distributed either to a designated escrow account, or directly to City of Longview. Lessor will fund the full loan amount upon execution of documents. Lessor may opt to pay the full amount to the City or to deposit the full loan amount into an escrow account as authorized in this ITB. Any and all interest earned on the escrow after the deposit shall become a part of the assets of the escrow.

SOURCE OF FUNDS: The City expects to make payments on amounts due under the lease-purchase agreement from the City's Sanitation Fund which is funded by moneys collected from the City's sanitation charges for services.

TERM: The payment term will five (5) years. The City will determine the best value for the City based upon bids received, and the interest rate offered. Payment will be made once annually at the end of each year of the lease. The lease-purchase agreement resulting from this ITB shall allow the City, at the City's sole option, to pay off the lease early without penalty. The early payoff shall not exceed the sum of (a) the original total lease amount less all lease payments made plus (b) any interest then due and payable.

The City reserves the right to refinance the equipment covered by the lease-purchase agreement resulting from this ITB by paying off the lease early as provided herein. The City may refinance with the financing entity of the City's choosing, which entity may be the Lessor or another entity.

The City will not make any lease payment prior to October 15, 2018.

INTEREST RATE: The interest rate quoted shall remain firm and fixed for the term of the lease-purchase agreement. No floating or escalating rates will be considered. Quotes shall be based on APR as defined by Federal regulations. Interest shall not accrue until the escrow account has been fully funded or full funding has been delivered directly to the City or the truck vendor. All fees and cost of financing shall be included in the bid.

The net effective interest rate on any lease-purchase agreement resulting from this ITB must not exceed the net effective interest rate at which public securities may be issued in accordance with Chapter 1204 of the Texas Government Code.

In addition, any interest on the unpaid amounts of the lease-purchase agreement or any other contract resulting from this ITB must be computed as simple interest.

FUNDING: The City desires the Lessor to fund the financed amount before or at the same time the City enters into the contract for the three (3) refuse trucks. Interest shall not accrue until the escrow account is funded or funds are provided to the City. The expected date of delivery for the three (3) refuse trucks is approximately January 2018.

The City will not make any lease payments before October 15, 2018.

Any escrow account will be subject to the Public Funds Investment Act, Texas Government Code Chapter 2256.

REQUIRED SUBMISSIONS: The following are required to be submitted with the bid.

- Interest rate for 5-year term.
- Amortization schedules showing principal and interest portions of the payment cycle.
- Sample copies of all documents required for the transaction and/or during the term of the lease-purchase agreement, including without limitation, sample lease-purchase agreement, sample escrow agreement, and sample opinion of counsel (if required).
- A statement of facts concerning the organization, owner and officers of the bidding agency or firm, including related experience and references of current or recent lease-purchase clients.
- A statement of the amounts and types of insurance coverage that the bidder will require the City to obtain. The bid should also state any special, additional, or unusual insurance requirements, including, without limitation, any additional endorsements or additional policy provisions required by the bidder. The City reserves the right to reject any bid whose insurance requirements are deemed, in the sole discretion of the City, to be too expensive or otherwise onerous.
- A statement of all fees, charges, and expenses to be paid by the City, including without limitation any escrow fees.
- All attachments to this ITB, properly completed.
- Statement of funding process.

REVIEW AND NEGOTIATION: In deciding which bid is the lowest, the City will consider the proposed interest rate and the total proposed fees, charges, and expenses to be paid by the City for each bid response provided. The City may contact the apparent low bidder and require that bidder to submit all proposed lease-purchase agreements and related documents to the City within two (2) business days of the request. The City will review all such documents for compliance with this ITB and with applicable Texas law. The City's legal counsel may negotiate with the apparent low bidder as necessary to make the document compliant with this ITB and fully binding and enforceable under Texas law. If the City's legal counsel and the apparent low bidder are unable to reach agreement as to the terms and conditions of all such documents, the City's legal counsel may proceed to negotiate with the next lowest bidder. If the City's legal counsel is unable to reach agreement with the next lowest bidder as to the terms and conditions of all such documents, the City's legal counsel may proceed to negotiate with the third lowest bidder and so forth until the City's legal counsel and a bidder are able to reach agreement or until the City's legal counsel is unable to reach agreement with any of the bidders. If two or more low bids appear to be the same as to both the proposed interest rate and the total proposed fees, charges, and expenses to be paid by the City, the City reserves the right to select the bidder who offers terms that are, in the

City's sole discretion, in the City's best interest.

The City may reject any bid that fails to comply with the requirements of this ITB. The City may reject any bid that contains any documents, terms, conditions or provisions intended to be legally binding but that are not, in the opinion of the City's legal counsel, fully binding and enforceable under Texas law. Accordingly, as an alternative to the above-described process, the City may select the lowest bidder whose bid (including, without limitation, the sample documents provided to the City as part of said bid) fully complies with this ITB and in which any and all documents, terms, conditions or provisions intended to be legally binding would be, in the opinion of the City's legal counsel, fully binding and enforceable under Texas law.

The receipt of all documents required for the lease-purchase agreement contemplated in this ITB (including, without limitation, the lease-purchase agreement, any required opinion of counsel, and any escrow agreement) in a form acceptable to the City's legal counsel is an express criterion of this ITB. The City may reject any and all bids for which the bidder and the City's legal counsel were unable to reach agreement as to the terms and conditions contained in the lease-purchase agreement and related documents.

The City's legal counsel may require any bidder to submit any and all proposed agreements and other documents related to the transaction contemplated in this ITB in Microsoft Office Word (2007 or earlier version). This will allow the City's legal counsel to review the documents and show any requested changes using the "track changes" function for ease and speed of review by both the bidder and the City.

SECTION IV. IMPORTANT LEGAL CONSIDERATIONS AND CERTAIN REQUIRED CONTRACTUAL PROVISIONS

Please note that this section is not the sole portion of this ITB in which legal considerations and requirements may be described. It is the responsibility of the bidder to read and understand this entire ITB. Accordingly, bidders are urged to review both this section and this entire ITB with their legal counsel.

In this ITB, the term “Lessor” means the bidder selected to provide the lease-purchase financing requested in this ITB who has actually entered into a lease-purchase agreement with the City to provide that financing.

FUNDING: The lease-purchase agreement sought pursuant to this ITB will not constitute a debt of the City. The City does not intend to create or maintain any sinking, debt service, reserve or similar fund or account to pay any of the City’s obligations under the lease-purchase agreement. Without such a sinking fund, the City does not have the legal authority to obligate any City moneys from future fiscal years to pay any amounts due under the proposed agreement.

Accordingly, all payments of any nature under the lease-purchase agreement and each related agreement will be subject to appropriations. For this reason, any and all such agreements (including, without limitation, the lease-purchase agreement itself) are subject to all of the following:

- a) Each such agreement must expressly provide for the termination of the agreement without penalty to the City if the governing body of the City does not appropriate money in future fiscal years to make payments under the agreement. Further, the lease-purchase agreement cannot obligate the City to make such appropriations in future fiscal years.**
- b) The City cannot and will not be obligated to pay any penalties.**
- c) There can be no acceleration of rent or other payments due to Lessor.**
- d) The City cannot and will not indemnify the Lessor or anyone else for any loss, including without limitation any loss that may occur if any rents or other proceeds of the lease-purchase agreement are found to be taxable and any loss that the Lessor or other party may incur due to the City’s failure to appropriate money to make payments in future fiscal periods.**
- e) The City cannot and will not be obligated to pay any other unbudgeted amounts. Accordingly, any and all provisions contemplating or requiring the City’s payment of any funds not budgeted during the City’s current fiscal year will be subject to appropriation of funds in the applicable future budget. Again, the lease-purchase agreement cannot obligate the City to make such appropriations in future fiscal years.**

For these reasons, the City will require that any agreement made in connection with this ITB is appropriately drafted, in the opinion of the City’s legal counsel, to address the funding issues set forth in this section.

NONSUBSTITUTION CLAUSE PROHIBITED: Any lease-purchase agreement resulting from this ITB should not include any provision prohibiting the City from spending money for the purchase or use of vehicles similar to those described in this ITB in case the agreement is terminated for failure to appropriate sufficient funds.

WAIVER OF SOVEREIGN IMMUNITY: Under Texas law the City generally has immunity from suit and immunity from liability. The Texas legislature has waived the City’s immunity from suit for contractual obligations that meet the requirements of Subchapter I of Chapter 271 of the Texas Local Government Code. Accordingly, any lease-purchase agreement or other agreement made in connection with or as a result of this ITB will be subject to and limited by the provisions of that subchapter. The City’s legal counsel may require that any such agreement expressly acknowledge the application of that subchapter and the limits placed upon the agreement by the provisions of that subchapter.

OPINION OF COUNSEL: If required, the City will direct its legal counsel to provide the Lessor with a written opinion as to the legality and enforceability of the proposed lease-purchase agreement and as to the City's status as a political subdivision of the State of Texas.

However, the opinion of counsel will be limited to matters of Texas law. The City's legal counsel does not specialize in either state or federal tax law and neither the City nor its legal counsel makes any representations as to any tax consequences or other tax ramifications of the lease-purchase agreement solicited in this ITB. Accordingly, the City's legal counsel will not provide any opinion as to state or federal tax law, including without limitation any opinion as to the tax exempt status of the lease-purchase agreement negotiated pursuant to this ITB.

The City anticipates that it may use in-house legal counsel to provide any required opinion of counsel. **Bidders should be aware that the City's in-house legal counsel is not covered by private malpractice insurance.** Accordingly, preference may be given to bids proposing lease-purchase agreements that do not require an opinion of counsel.

If the bidder requires that the opinion of counsel be provided by an attorney who has malpractice coverage, the bidder should expressly state that requirement in the bid, state the amount of coverage required, and state any other requirements the bidder may have as to such coverage.

The City's legal counsel must approve the form of any opinion of counsel.

ESCROW SUBJECT TO PFIA: Any escrow account will be subject to the Public Funds Investment Act, Texas Government Code Chapter 2256. Among other things, that act will require the escrow agent to comply with the City's written investment policy and provide appropriate collateral for the money in escrow. Accordingly, the bidder and the bidder's legal counsel should familiarize themselves with the requirements of the act.

FORM OF APPROVAL: The City will approve the lease-purchase agreement and other agreements by resolution enacted by the City's governing body. The resolution must be in a form approved by the City's legal counsel and may differ from any form resolution provided by the bidder.

APPLICABLE LAW AND VENUE: This ITB and any resulting agreement(s) will be governed by and construed according to the laws of the State of Texas. Venue for actions arising under this ITB or under any resulting agreement(s) shall lie exclusively in the Eastern District of Texas, Tyler Division, for actions in federal court and exclusively in Gregg County, Texas, for actions in state court.

INTEREST RATE LIMITATIONS: Texas law requires that the net effective interest rate on any lease-purchase agreement resulting from this ITB must not exceed the net effective interest rate at which public securities may be issued in accordance with Chapter 1204 of the Texas Government Code.

Texas law also requires that any interest on the unpaid amounts of the lease-purchase agreement or any other contract resulting from this ITB must be computed as simple interest.

NOT BANK QUALIFIED: The lease-purchase agreement resulting from this ITB is **NOT** expected to be "bank-qualified" as described under Section 265 (b)(3) of the Internal Revenue Code.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

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2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print, sign and notarize Form 1295.
3. **Within seven (7) business days** from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 **must** be submitted to City of Longview.
4. The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.

Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.

ATTACHMENT I
BIDDER CERTIFICATION

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of the State, codified in Section 15.01, *et.seq.*, Texas Business and Commerce Code, or Federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any person engaged in such line of business.

Bidder certifies that the bidder has examined this ITB and is fully informed as to all terms and conditions of this ITB. Any discrepancies or omissions from the specifications or other documents have been clarified and noted in the bid submitted.

Bidder certifies that Bidder is and intends to remain in compliance with all laws, rules, and regulations of federal, state, and local governmental entities applicable to this ITB and/or to the services requested hereunder.

NAME OF COMPANY _____

AGENTS NAME _____

AGENTS TITLE _____

MAILING ADDRESS _____

_____ ZIP _____

AUTHORIZED SIGNATURE _____

DATE _____

BUSINESS PHONE _____ FAX _____

EMAIL ADDRESS _____

CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____ LLC _____ LLP _____

INTEREST RATE _____

ATTACHMENT II

Bid Response

ANNUAL INTEREST RATE BASED ON 5 YEAR TERM: _____
5 YEAR AMORTIZATION SCHEDULE:

PMT NO	RENTAL PAYMENT	INTEREST	PRINCIPAL	OPTION PURCHASE PRICE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**PLEASE INCLUDE ALL SUBMITTALS AS LISTED ON PAGE 8 - SECTION TITLED
REQUIRED SUBMISSIONS.**

Addenda Acknowledgement:

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: _____

Signature: _____

ATTACHMENT III

REFERENCES

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or a similar product.

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Date of Service _____

Size of facility and/or number of facilities _____

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Size of facility and/or facilities _____

Company Name _____

Address _____

Phone _____ Contact _____

Description of Services provided _____

Size of facility and/or facilities _____

ATTACHMENT IV

BID AFFIDAVIT

All pages in the bid containing statements, letters, etc., shall be signed by a duly authorized officer of the bidder, whose signature is binding on the bidder.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 30 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____

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 company, agency or proprietorship.

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

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.

YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____ (give state).

Name and Address of offerer:

_____ Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on this the _____ day of, 20 _____

(name of Notary)

Notary Public in and for the State of _____

ATTACHMENT V
CITY OF LONGVIEW
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name) _____

_____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

ATTACHMENT VI

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<<http://www.ethics.state.tx.us/>> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VENDOR INFORMATION AND PRICING



In Progress

Date 8/10/2017
Quote no. BANK2017000449F291
Your ref. CITY OF LONGVIEW 2018B LR613

CITY OF LONGVIEW TX
933 MOBILE DR
LONGVIEW 756045212
TX

Table with 2 columns: Description and Price. Rows include 2018 MACK LR613 DUAL SITDOWN, DIESEL (\$148,817.00), NEW WAY ASL (\$108,924.00), TOTAL (\$257,741.00), and X 3 UNITS TOTAL PRICE (\$773,223.00).

Per The Interlocal Purchasing System (TIPS) Contract Number 2102314.

Technical Specification

LR613 R (11L) - 6x4 DAYCAB

CUSTOMER/VEHICLE INFO

DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
2018 MODEL YEAR
2018A Pricebook
LR613 R (11L) - 6x4 DAYCAB
COMMERCIAL