

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

FLEET VEHICLES

BID No. 1718-02

BID OPENING: October 20, 2017 @ 10:00 A.M. CST

For Information Contact:

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

jlatch@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to:

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

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

SECTION II - INSTRUCTIONS AND GENERAL TERMS

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

FLEET VEHICLES

2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the products or services specified. The term of this contract will be one (1) year or until satisfactory completion of the project. City reserves the right to purchase additional units of products specified, provided pricing, terms and conditions remain the same.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any 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 deems in the best interests of the City of Longview.

2.02 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 below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS or ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview 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

2.04 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 of Longview 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.

2.05 FUNDING: Funds for payment have been provided through the City of Longview budget approved by the Longview City - Council for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initiated by the signer of the bid.

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

2.09 BID AWARD: The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

2.10 CONTRACT: This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

2.11 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 the City of Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful bidder's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 This Section not used.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

2.15 Section not used.

2.16 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 of Longview.

2.17 EXCEPTIONS/SUBSTITUTIONS: 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. The City of Longview 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.

2.18 DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB. Addenda may also be obtained by calling the City of Longview purchasing office at 903-237-1324.

2.20 BID MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.21 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.22 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.

City of Longview 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.

2.23 This Section not used.

2.24 BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

2.25 INDEMNIFICATION: The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

2.26 WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.27 TERMINATION OF CONTRACT: This contract shall remain in effect until the contract expires, until acceptance of performance of services ordered or until 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. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

2.28 TERMINATION FOR DEFAULT: The City of Longview 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 City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

2.29 NOTICE: Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview 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 so provided; provided this, shall not prevent the giving of actual notice in any other manner.

2.30 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with

designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

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

2.32 EACH INVOICE shall be numbered and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the services delivered.

2.33 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.34 ITEMS, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.35 SAMPLES: When requested, samples shall be furnished free of expense to the City of Longview. Samples will be returned on request.

2.36 WARRANTY: The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

2.37 REMEDIES: The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

2.38 APPLICABLE LAW AND VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.39 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.

2.40 ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

2.41 SILENCE OF SPECIFICATION: The apparent silence of these specifications 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 these specifications shall be made on the basis of this statement.

2.42 PROPRIETARY 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.

2.43 This section not used.

2.44 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 SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview 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 of Longview;
6. the impact on the ability of the City of Longview 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 of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

2.45 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.

2.46 OZONE ACTION DAYS – The successful bidder shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

2.47 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to purchasing@longviewtexas.gov. Reference the section and page in question.

2.48 VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg County, Texas.

2.49 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.

2.50 STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
 - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
 - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
 - (3) minimizing the impact to the public health and the environment;
 - (4) neutralizing the effects of the incident;
 - (5) removing the discharged or spilled substances; and
 - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

2.51 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.

2.52 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 PROVISIONS

3.00 BID SECURITY: A bid security is **not** required.

3.01 SUPPORTING INFORMATION: When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.

b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.02 INSURANCE: The successful bidder shall meet the minimum insurance requirements of the Texas State Financial Responsibility Act for operation of vehicles(s) used in the delivery of item(s) purchased. If a specific insurance policy is to be furnished by successful bidder, it shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

SECTION IV - BID RESPONSE (pg. 1 of 2)

ITEM	QTY	UNIT	DESCRIPTION	Year		EACH	TOTAL
				Make/Model			
1.	1	EA	Full Size Sedan	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
2a.	6	EA	Utility Vehicle, 4 door, Full Size, FWD, PPV	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
2B.	1	EA	Utility Vehicle, 4 door, Full Size, FWD, PPV	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
3.	1	EA	Utility Vehicle, 4 Door, AWD, Full, PPV (EXPLORER)	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
4.	1	EA	Full Size ¾ Ton, Regular Cab and Chassis	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
5.	3	EA	½ Ton Extended Cab Pickup Truck w/short bed	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
6.	1	EA	1/2 Ton Crew Cab Pick-up w/short bed	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
7.	2	EA	Cargo Van 4 cylinder FWD	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
8.	1	EA	¾ Ton Pickup extended Cab w/ Utility Body	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
9.	1	EA	One Ton Dually, Crew Cab, Long Bed	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
10.	3	EA	½ Ton Extended Cab Pick- up with Long Bed	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$
11.	1.	EA	1 Ton Extended Cab Dually Pickup with Utility Body	<input type="checkbox"/> 2017	<input type="checkbox"/> 2018	\$	\$

SECTION IV - BID RESPONSE (pg. 2 of 2)

ITEM	QTY	UNIT	DESCRIPTION	Year Make/Model	EACH	TOTAL
12.	1	EA	Utility Vehicle, Mid Size, 4 Door, FWD	<input type="checkbox"/> 2017 <input type="checkbox"/> 2018 <hr/>	\$	\$
13.	1	EA	Utility Vehicle, Compact, 4 Door	<input type="checkbox"/> 2017 <input type="checkbox"/> 2018 <hr/>	\$	\$

NAME OF COMPANY SUBMITTING BID _____

FILL IN MAKE AND MODEL AND MARK YEAR

Vehicles must be available for delivery no later than June 1, 2018.

DELIVERY DAYS _____ ARO (after receipt of order) The City of Longview monitors delivery. Failure to deliver as stated or to properly inform the City of Longview of delays may result in cancellation of this contract. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder as it deems to be in the best interest of the City of Longview.

State any Discounts for early payment.

Submittals: To be declared responsive and receive consideration for award the following items must be submitted with the bid;

_____ **All pages of this document (2 Copies)**
_____ **References (3)**
_____ **Bid Affidavit**

I have read and agree to the terms and conditions of this bid request.

NAME _____ TITLE _____

SIGNED _____

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

Email _____

SECTION V – TECHNICAL SPECIFICATIONS

5.00 GENERAL INFORMATION: The purpose of this specification is to solicit bids for new 2017 and/or 2018 model vehicles for various Departments. The City is seeking the best value for each vehicle listed, therefore, either a new 2017 and/or a new 2018 vehicle may be quoted. Specifications listed are minimums unless otherwise noted. The Purchasing Divisions solicits comments in regard to these specifications before date of closing. The final specifications will be binding on all bidders. Prices are requested fixed and firm for a period of no less than 90 days.

Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the City of Longview under this bid solicitation are new, not used or reconditioned, and are not of such an age as to impair their usefulness or safety, and that the goods, materials, supplies, or components are current production models of the respective manufacturer.

The City reserves the right to purchase additional units provided terms and conditions remain the same.

5.01 WARRANTY: The successful bidder shall furnish a copy of the manufacturer's standard warranty on major components such a dump beds, stake bodies, utility bodies and racks or toolboxes at the time of delivery. The successful bidder shall furnish a New Vehicle Warranty that will be honored by any manufacturer's authorized dealer of that make. Passenger cars shall have a minimum warranty comparable to the warranty offered to the general public.

5.02 STANDARD EQUIPMENT: Unless otherwise specified, all units shall be furnished with standard factory installed accessories as listed in the manufacturer's printed literature for the models bid. The City of Longview is Tax exempt. Incidental costs such as (applicable) Tax, title, and license fees including inspection reports shall be included in the prices bid.

5.03 DEALER PREPARATION: All units shall be prepared for operation, completely assembled, and serviced at no extra charge to the City. Service shall include servicing and checking all fluid levels, inspection (State), proper grease service of chassis, washed and clean at the time of delivery, and a minimum of ¼ tank of fuel. Unless otherwise agreed all units shall be delivered complete as specified.

5.04 INSPECTION STICKERS: The successful bidder will be required to have each vehicle properly inspected in compliance with Texas motor vehicle laws. A 2-year Vehicle Inspection Report shall be provided for vehicles up to and including ¾ Ton Trucks. A 1-year Vehicle Inspection Report shall be provided for Trucks 1 Ton and up.

5.05 F.O.B.LONGVIEW: All units shall be priced F.O.B. Longview, Texas. No additional charges will be allowed for delivery or transportation.

5.04 BID AWARD: It is the intention of the City to award this bid by item. Bidders are not required to bid all items on this agreement. Each item will be evaluated and awarded separately. The City reserves the right to award or reject any and all bids received.

5.05 DELIVERY: Vehicles must be available for delivery no later than June 1, 2018.

ITEM NO. 1

Full Size Sedan (372B) (page 22)

Body: Four Door Sedan
Engine: Gasoline 6-cylinder 3.5 Liter V-6 minimum 268 hp minimum
Transmission: 6-speed Automatic
Tires: Factory Standard
Cargo: Trunk with remote cable opening
Passengers: 5 Passenger minimum
Body Style: Sedan 109.3 inches minimum length, 72.2 inches minimum width

Options: Air Conditioning/Heater
Tilt Steering/Cruise Control
Power Windows and Door Locks
Window Tint: Maximum Factory
Interior and Exterior Mirrors: Maximum Factory
Remote Keyless Entry (if available)
Driver's Side Seat Power Adjustable
Color: No Red, White or Black

DEPT 17 (1)

ITEM NO. 2a.

Utility Vehicle, 4 door, Full Size PPV (468 CLE) (page 30)

Body: Rear wheel drive Utility Vehicle, Full Size
Engine: Gasoline 5.3 L V-8 320 hp minimum 335 torque minimum
Transmission: Automatic 6-speed
Tires: P265/60R17
Cargo: 6,800 GVWR minimum
81 inch Cargo Length
Passengers: 5 Passenger minimum
Body Style: 4 (side) door, rear lift-gate, 116" wheelbase minimum

Options: Air Conditioning/Heater, rear air
Tilt Steering
Power Windows and Door
Upholstery: Cloth Front Seats/Vinyl Rear Seats
Window Tint: Maximum Factory
Interior and Exterior Mirrors: Maximum Factory
Remote Keyless Entry (if available)
Color: Black

***Special Service: Police Pursuit SUV with Certified Speedometer

DEPT 17 (6)

ITEM NO. 2b.

Utility Vehicle, 4 door, Full Size PPV (468 CLE) (page 30)

Body: Rear wheel drive Utility Vehicle, Full Size
Engine: Gasoline 5.3 L V-8 320 hp minimum 335 torque minimum
Transmission: Automatic 6-speed
Tires: P265/60R17
Cargo: 6,800 GVWR minimum
81 inch Cargo Length
Passengers: 5 Passenger minimum
Body Style: 4 (side) door, rear lift-gate, 116" wheelbase minimum

Options: Air Conditioning/Heater, rear air
Tilt Steering
Power Windows and Door
Upholstery: Cloth Front Seats/Vinyl Rear Seats
Window Tint: Maximum Factory
Interior and Exterior Mirrors: Maximum Factory
Remote Keyless Entry (if available)
Color: Red

***Special Service: Police Pursuit SUV with Certified Speedometer

DEPT 24 (1)

ITEM NO. 3

**UTILITY VEHICLE, 4 DOOR, AWD, FULL-SIZE PPV
(466BLE) (page 29)**

Body: Utility Vehicle, 4 Door, All Wheel Drive, Full Size PPV

Engine: Gasoline 3.7 L V-6 Ti-VCT FFV minimum, 304 HP minimum, 279 torque minimum

Transmission: 6-speed Automatic minimum

Special Service: Police Pursuit Vehicle

Tires: 245/55R18 A/S

GVWR: 6300 minimum

Passengers: 5 Passenger minimum, including the driver

Body Style: Utility Vehicle

Options: Air Conditioning/Heater; rear air
Tilt Steering/Cruise Control
Upholstery: Cloth Front Seats/Vinyl Rear Seats
Window Tint: Maximum Factory
Interior and Exterior Mirrors: Maximum Factory
Remote Keyless Entry (if available)
Driver Side Spot Light
Color: Black

DEPT 17 (7)

ITEM NO. 4

3/4 Ton Regular Cab and Chassis (870C) (page 75)

Body: 3/4 Ton Regular Cab & Chassis, pick up bed delete

Engine: Gasoline 6.0 L V-8 minimum, 360 HP minimum, 380 torque minimum

Transmission: 6-speed Automatic minimum

Special Service: Towing equipment and trailers

Tires: Factory Standard

GVWR: 8,650 minimum

Front GAWR 3,800 lbs minimum, Rear GAWR 5,892 minimum
(to accommodate sign trailer we currently own)

Passengers: 3 Passenger minimum, including the driver

Body Style: Regular cab
Cab to Axle must be between 55.2" and 56"

Options: Air Conditioning/Heater
Tilt Steering
Upholstery: Vinyl
Seat: 40/20/40 split bench, Vinyl
Window Tint: Maximum Factory
AM/FM Radio: Manufacturer's standard
Exterior Mirrors: Maximum Factory
Daytime running lights
Color: White

Special Equipment Options: Towing Package and class III receiver hitch
Heavy Duty Shocks
Limited Slip Differential, Factory axle ratio
Standard Factory Tow Devices, Front Mounted Hooks
Alternator 130 amp minimum
Back up alarm
Electric brake controller factory installed in cab

ITEM NO. 5

½ Ton Extended Cab Pickup Truck w/short bed (862C) (page 66)

Body:	½ Ton Extended Cab Pick-up with short bed
Wheelbase:	139.8" minimum
Engine:	Gasoline 4.6 Liter minimum V-8 310 HP minimum
Transmission:	5-speed Automatic, OD minimum
Special Services:	Highway use, light towing
Tires:	Factory standard
Cargo:	GVWR 6,400 minimum Length: 73.9 inch minimum
Passengers:	5 passenger, including driver
Options:	Air conditioning/heater Tilt Steering Upholstery: Vinyl Seats Front 40/20/40 Vinyl Rear 40/60 Vinyl Window Tint: Maximum Factory Interior and Exterior Mirrors: Maximum Factory Radio Mfg. Standard Color: White
Special Equipment Options:	Towing package and class III receiver hitch Heavy duty shocks Limited slip differential/axle ratio factory standard Standard Factory Tow Devices, Front Mounted Hooks

DEPT 50 (2)

DEPT 76 (1)

ITEM NO. 6

1/2 Ton Crew Cab Pick-up w/short bed (864C) pg 68

Body: 1/2 Ton Crew Cab (full 4-door) pick-up w/short bed
Special Service: Light towing
Passengers: 6 Passenger , including driver
Engine: Gasoline 4.6L V-8, 302 HP minimum
Transmission: 5-speed automatic OD, minimum
Cargo: 6,800 GVWR, minimum
Tires: Factory Standard

Options: Air Conditioning/Heater
Tilt Steering
Upholstery: Vinyl
Window Tint: Maximum Factory
Interior & Exterior Mirrors (Maximum Factory)
Color: White
Cruise Control (If available)
Extra Power Port (If available)
Seat: 60/40 with a fold down console (If available)
Power locks and windows

Special Equipment Options: Towing package and class III receiver hitch
Heavy Duty Shocks
Limited Slip Differential, Factory axle ratio
Standard Factory Tow Devices, Front Mounted Hooks

DEPT 61 (1)

ITEM NO. 7

Cargo Van 4 cylinder FWD 4 Door (658A) (page 39)

Body: Cargo Van, 4 cylinder FWD
Engine: Gasoline 2.0L V4 minimum
Transmission: Automatic 6-speed minimum
Tires: Factory Standard
Cargo: 4,718 GVWR minimum
Passengers: 2 Passenger minimum (including driver)
Body Style: Rear doors (2) Open to outside, 114.6 Wheelbase minimum
High Back

Options: Air Conditioning/Heater
Tilt Steering/Cruise Control
Upholstery: Vinyl Seats
Power Windows and Door Locks
Window Tint: Maximum Factory
Interior and Exterior Mirrors: Maximum Factory
Remote Keyless Entry (If Available)
Color: White

DEPT 51 (1)
DEPT 17 (1)

ITEM NO. 8

**¾ Ton Extended Cab Pick-Up Bed Delete
with Utility Body**

Body:	¾ Ton Extended Cab Pick-up w/ Knapheide 696J Service Body (or equal)
Engine:	Gasoline 6.0L V-8 minimum, 360 hp minimum, 380 torque minimum
Transmission:	6-speed Automatic minimum
Special Service:	Towing equipment and trailers
Tires:	Factory Standard
Cargo:	3,060 lbs payload minimum GVWR 9,400 minimum
Passengers:	5 Passenger minimum, including driver
Body Style:	Extended Cab, with Utility Body Cab to Axle must be between 55.2" and 56"
Options:	Air Conditioning/Heater Tilt Steering Upholstery: Vinyl Window Tint: Maximum Factory Exterior Mirrors (Maximum Factory) Radio AM/FM Manufacturer's standard Front Seat Vinyl 40/20/40 Rear Seat Vinyl 40/60 Daytime running lights Color: White
Special Equipment Options:	Knapheide 696J Service Body (or equal) Towing package and class III receiver hitch with 2" ball Heavy Duty Shocks Limited Slip Differential, Factory axle ratio Standard Factory Tow Devices, Front Mounted Hooks Alternator 130 amp minimum Electric Brake Controller factory installed Back up alarm

Dept 32 (1)

ITEM NO. 9

1 Ton Dual Rear Wheel, Crew Cab Pick-up Long bed (886D) pg 87

Body: 1 Ton Dually Crew Cab (full 4-door) pick-up long bed
Special Service: Towing equipment and trailers
Passengers: 6 Passenger
Engine: 6.6L V-8 Diesel 350 HP minimum, 650 torque minimum
Transmission: 6-speed automatic, minimum
Cargo: 13,000 GVWR, minimum, 5,500 lbs payload minimum
Tires: Factory Standard

Options: Air Conditioning/Heater
Tilt Steering
Upholstery: Vinyl
Window Tint: Maximum Factory
Daytime running lights
Color: White
Front Seats Vinyl: 40/20/40, Rear Seats Vinyl 40/60
Mirrors: Standard Factory

Special Equipment Options: Towing package and class III receiver hitch
Heavy Duty Shocks
Limited Slip Differential, Factory axle ratio
Standard Factory Tow Devices, Front Mounted Hooks
Alternator 130 amp minimum
Electric brake controller factory installed in cab
Back up alarm

DEPT 40 (1)

ITEM NO. 10

½ Ton Extended Cab Pickup with Long Bed (863C) (page 67)

Body: ½ Ton Extended Cab Pick-Up with long bed
Engine: 5.0 Liter V-8 315 hp minimum
Transmission: 6-speed Automatic, minimum
Special Service: Highway use, Light towing
Tires: Factory Standard
Cargo: GVWR 7,000 minimum
Length: 96 inch minimum
Passengers: 5 passenger
Body Style: Extended Cab, 145.7 wheelbase minimum

Options: Air Conditioning/Heater
Tilt Steering
Upholstery: Vinyl
Window Tint: Maximum Factory
Interior & Exterior Mirrors (Maximum Factory)
Radio Mfg. Standard
Color: White

Special Equipment Options: Towing package and class III receiver hitch
Heavy Duty Shocks
Limited slip differential, factory axle ratio
Power Windows and Door Locks

DEPT 31 (3)

ITEM NO. 11

**1 Ton Extended Cab Dually Pick-Up Bed Delete
with Utility Body**

Body:	1 Ton Extended Cab Pick-up w/ Knapheide 6108dj40 Service Body or equal
Engine:	Gasoline 6.0L V-8 minimum, 316 HP minimum, 380 torque minimum
Transmission:	6-speed Automatic minimum
Special Service:	Towing equipment and trailers
Tires:	Factory Standard
Cargo:	6,020 lbs, payload minimum, GVWR 13,000 minimum
Passengers:	5 passenger
Body Style:	Extended Cab, with utility body, cab to axle must be between 59.1" and 60"
Options:	Air Conditioning/Heater Tilt Steering Upholstery: Vinyl Window Tint: Maximum Factory Exterior Mirrors (Maximum Factory) Front seats vinyl 40/20/40 Rear seats vinyl 40/60 Daytime running lights Color: White
Special Equipment Options:	Knapheide 6108dfj40 Service Body (or equal) Towing package and class III receiver hitch, receiver hitch must be tied into the frame Heavy Duty Shocks Limited Slip Differential, Factory axle ratio Standard Factory Tow Devices, Front Mounted Hooks Alternator 130 amp minimum Electric brake controller factory installed in cab Back up alarm

DEPT 73 (1)

ITEM 12

Utility Vehicle, 4-door, Mid Size, FWD

Body: Mid Size Utility
Body Style: 4 door, rear liftgate, 112.5" wheelbase minimum
Engine: Gasoline 3.5 Liter V-6, 270 HP minimum, 248 torque minimum
Transmission: 6 Speed Automatic
Cargo: 6,100 GVWR minimum
Tires: Factory Standard

Options: Air Conditioning/Heater
Tilt Steering/Cruise Control
Upholstery: Cloth Seats
Window Tint: Maximum Factory
Interior and Exterior Mirrors: Maximum Factory
Remote Keyless Entry
Color: White

DEPT 24 (1)

ITEM 13

Utility Vehicle, 4-door, Compact Size, FWD

Body: Compact Size Utility
Body Style: 4 door, 103.7" wheelbase minimum
Engine: Gasoline 2.0 Liter 158 HP minimum, 141 torque minimum
Transmission: Automatic
Cargo: 3,515 GVWR minimum
Tires: Factory Standard

Options: Air Conditioning/Heater
Upholstery: Vinyl Seats
Window Tint: Maximum Factory
Interior and Exterior Mirrors: Maximum Factory
Color: White

DEPT 37 (1)

ATTACHMENT I

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.

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

ATTACHMENT II

BID AFFIDAVIT

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

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 understands the terms of this invitation. 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 90 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 proposal. 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 _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, 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 III
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 IV

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

www.ethics.state.tx.us <<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

FORM CIQ

For vendor doing business with local governmental entity

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.