



INVITATION FOR BID 2016-01

**(3) 2016 ½ TON
SINGLE CAB 2DR PICKUPS**

Issue Date

June 20, 2016

Bids Due

**July 20, 2016
at 5:00 p.m.**

(Bid Opening)

**TO BE OPENED AT
REGULARLY SCHEDULED
CITY COUNCIL MEETING ON
THURSDAY JULY 21, 2016
AT 6:30 P.M.**

To

Diana Franco, City Secretary

**432-586-3460 Voice
432-586-2220 Fax
city.sec@cityofkermit.net**

INVITATION FOR BID

2016-01

**(3) 2016 ½ TON
SINGLE CAB 2DR
PICKUPS**

Sealed Bids, signed and in the original only, subject to the Invitation for Bids, Provisions and Specifications, will be received at the Kermit City Hall, Kermit, Texas until 5:00 p.m., on July 20, 2016 for furnishing the vehicles described in the schedule below in compliance with the terms, conditions and specifications contained herein.

If you have any questions concerning this bid process or the requirements, please call The City Secretary Diana Franco at 432-586-3460. If you have questions regarding the specification requirements please call Director of Public Works John Shepard 432-586-3468.

BID ITEM

ITEM NO.	QTY	UNI	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	3	Ea	2016 New and unused 1/2 TON SINGLE CAB 2DR PICKUPS in compliance with the specifications described herein, see pages 4 of 17.	\$ _____	\$ _____
1A.	3	Ea	One complete set of factory service manuals including the service specification and shop manual, power train control and emissions manual (including vacuum diagrams) and wiring diagram manual.	\$ _____	\$ _____
			<i>Pertinent Tax</i>	_____	\$ _____
1.B	3	Ls	Delivery Charges	\$ _____	\$ _____
1.C	18	Ea	Texas Tire Recycling Fee (Unit Price = 5 Tires)	\$ _____	\$ _____
1.D	18	Ea	DMV Document Preparation Fee for Exempt License Plates, and other associated fees.	_____	\$ _____
			<i>Total Items 1A-1D</i>		\$ _____

QUOTE

In compliance with the above, the undersigned offers and agrees, if this Quotation is accepted, within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Discounts will be allowed for prompt payment as follows:

_____ percent, 20 calendar days; _____ percent, 30 calendar days.

Name and Address of Bidder:

Signature of Person Authorized to Sign:

Type Name: _____

Type Title: _____

Phone No.: _____

Date of Bid: _____



The City of Kermit does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability- related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings, programs, bid openings, and to deliver bid packages to the location specified herein, are available by contacting City Hall one week prior to the meeting, program, or bid opening.

LOCAL VENDOR PREFERENCE CLAIMED

YES NO

(See: **LOCAL VENDOR PREFERENCE**, in **GENERAL PROVISIONS** and attach a copy of your City Business Tax Certificate.)

BID ITEM(S) AVAILABLE FOR OTHER AGENCY "PIGGY-BACK" PROCUREMENT

YES NO

NOTE: Prospective sellers are referred to GENERAL PROVISIONS for terms and conditions of OTHER AGENCY "PIGGY-BACK" PROCUREMENTS.

DELIVERY INFORMATION

The Bidder shall be required to state the delivery lead time for the vehicle specified herein in the space provided below:

Bid Item No. 2016-01 _____ calendar days after receipt of purchase order.

Delivery shall be F.O.B. Destination, freight charges prepaid and added to the invoice, to the following location:

City of Kermit City Hall
110 S. Tornillo
Kermit, TX 79745

BID RESULTS

NOTE: *The results of the bid opening can be obtained by accessing the City's web site address listed below not sooner than three (3) days after opening of bids:*

www.kermittxas.us

The posted bid results will not list all exceptions taken to each specification, and shall not be considered as final. Where bid exceptions are noted, said exceptions will be evaluated to determine exception or rejection. Should you have any questions regarding the bid results, please call The City Secretary Diana Franco at 432-586-3460.

MINIMUM SPECIFICATIONS

GENERAL: It is the intent of these specifications to describe newly manufactured and unused (3) 2016 ½ TON SINGLE CAB 2DR PICKUPS. Each vehicle shall be a current production models. The vehicles shall meet or exceed the construction and performance specifications described in the following minimum specifications.

All equipment furnished as standard by the manufacturer shall be included, if not stated in the written specifications.

Special items needed to bring each vehicle up to specifications shall be accepted only if they are the manufacturers regular or approved factory options.

Prior to delivery, all equipment specified herein shall be completed and serviced as necessary to assure proper operation.

Any deviations from the written specifications shown in the Invitation For Bids shall be noted in the Exceptions Section of the Request (see Required Data Section). In order to receive full consideration, bids must fully follow these Specifications and the Invitation For Bid's General Conditions.

BID ITEM 1

- 2016 ½ TON SINGLE CAB 2DR PICKUPS
- 141" WHEELBASE 8-0' BOX
- OXFORD WHITE STL/ CLOTH EARTH GRAY INT
- 3.5L V6 FFV ENG
- ELEC 6 SPEED AUTO/SLCT SHIFT
- P235 BSW A-T
- 3.55 REG AXLE
- 26 GAL TANK
- 100A EQUIP GRP
- XL SERIES
- AM/FM STEREO
- 17" SILVER STEEL
- BLK TUBLR BDS
- POWER EQUIP GRP
- PWR BLACK MIRR

SPECIAL PROVISIONS

Order Acknowledgement: Within fourteen days following receipt of the City's purchase order, the successful bidder is required to submit to the City a written order acknowledgement listing the (3) 2016 ½ TON SINGLE CAB 2DR PICKUPS, including all factory option codes and non-factory optional equipment, and an estimated production date for the (3) 2016 ½ TON SINGLE CAB 2DR PICKUPS

Dealer Preparation: Bid prices must include all necessary dealer preparation applicable to the vehicles, dealer installed optional equipment and destination delivery charges from the factory to the dealer. **NOTE:** Prior to shipping the vehicles, the successful bidder shall furnish to the City Fleet Manager digital images of one complete (3) 2016 ½ TON SINGLE CAB 2DR PICKUPS

Dealer Registration: It shall be the responsibility of the successful bidder to:

1. Provide the equipment, with Department of Motor Vehicles temporary operator's permit, upon delivery of the completed unit.
2. Furnish the City with the required proof of ownership for the equipment.
3. Apply to the Department of Motor Vehicles for exempt registration and license plates on behalf of the City for the equipment ordered.

Delivery: Prior to delivery, the vehicles shall be completely serviced as necessary to assure proper operation and function.

Final inspection and acceptance of the vehicles for conformity with the specifications shall be made by the City's garage and purchasing staff on-site after delivery.

Warranty: All material and workmanship herein specified, including all equipment furnished by the successful bidder, shall be guaranteed to be free from defective material or workmanship for the manufacturer's standard warranty period. Seller will be required to furnish and install all parts and pay any additional expense to repair the unit that has been affected by defective workmanship, equipment or material during this period, at no cost to the City of Kermit including transportation to and from warranty site. Terms and Conditions of bumper-to-bumper extended warranty shall be stated in the required data section warranty page.

GENERAL PROVISIONS

Bids: Discounts for prompt payment must be shown on bid, otherwise prices will be considered net. Prompt payment discounts of less than 20 days following final acceptance of the equipment/materials by the City will not be factored into the evaluation of bids. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

This Invitation For Bids shall result in a firm, fixed price contract to purchase.

In case of default by the vendor, the City of Kermit may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Kermit. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

All prices and bids must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the bid. All bids must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Submission of Bids: Each bid must be submitted on the prescribed form in a sealed envelope with a bid number, closing date and time on the outside. Each bid must be signed as indicated above.

Information must be furnished complete in compliance with the terms, conditions, provisions and specifications of the Invitation For Bids. The information requested and the manner of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive, and reject any bid in which material information requested is not furnished or where indirect or incomplete answers or information is provided.

Bids shall be for the total net price including all applicable taxes and charges, delivered F.O.B., City of Kermit.

Bids and modifications or corrections thereof received after the closing time specified will not be considered.

No telegraphic, telephone or facsimile of bids will be accepted. If a photocopy is to be submitted, it must be signed in original, in ink.

If you do not bid, return this Invitation For Bids and state reason; otherwise your name may be removed from our mailing list.

Local Vendor Preference: A one percent (1%) preference shall be granted to local bidders. A local bidder is defined as a business entity with its principal place of business located within the city limits of the City of Kermit. To qualify for the preference, local bidders must submit proof of the address of its principal place of business and a copy of their current City Business Tax Certificate. Proof of address is normally the address to which Purchase Orders or contracts and payments will be sent. Copies of current City Business Tax

Certificate must be submitted with each bid for which a preference is claimed. The total amount of preference granted in a single bid shall not exceed \$5,000.00. Local preference only applies to the procurement of material, supplies, equipment, or services, and will not apply to bids conducted cooperatively with other public agencies nor when prohibited by the terms of a Federal, State or private grant of funds.

All or Nothing Bids: If your bid is on an "all or nothing" basis, so state as indicated in the Schedule beginning on Page 1 of this Invitation For Bids. If a seller elects to bid "all or none" as a part of his bid, the City will be bound by that condition and will not accept bids on individual items or group items for that bid. If the City awards to an "all or nothing" seller, that award shall be for the proposal as a whole or no part thereof.

Other Agency "Piggy-Back" Procurements: Other municipalities, fire districts or public agencies in Winkler County may be interested in purchasing equipment as procured through this solicitation. The seller is to indicate in the Schedule beginning on Page 5 of this Invitation For Bids if pricing offered in this bid will be extended to other public agencies in this area not later than ninety (90) days after award by the City of Kermit. Any such "piggy-back" awards will be made independently by each agency, and the City of Kermit is not an agent, partner or representative of these agencies and is not obligated or liable for any action of debts that may arise out of such independently negotiated "piggy-back" procurements.

Delivery Charges: Delivery charges to the City of Kermit shall be listed as a separate line item where indicated in the Schedule beginning on Page 1 of this Invitation For Bids.

Delivery: The delivery date or term within which the proposed item(s) will be delivered shall be stated in the space provided under Delivery Information. Failure by the successful seller to notify the City of Kermit immediately of any delivery beyond the stated date or terms is cause for him to be held responsible for damages incurred as a result of an extended delivery time.

All equipment/material, spare parts and supplies shall be delivered F.O.B. destination, delivery charges prepaid and added, to the following location, unless otherwise indicated on the first page of the Invitation For Bids:

**City of Kermit
110 S. Tornillo
Kermit, TX 79745**

Warranty: The seller shall state on the Required Data Section the terms and conditions of the warranty being offered with the equipment bid.

It is understood by the sellers, and a condition of these specifications to which all sellers agree, that the City will not issue complete acceptance until the above warranty is furnished to the City by means of filing with the City Purchasing Agent.

In all purchases by the City of Kermit, availability and accessibility of warranty service, and service after warranty may be considered in determining the low seller. ***[NOTE: Refer to Special Provisions Section and/or Minimum Specifications for any additional terms and conditions.]***

Material and Equipment Specified by Name: Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or acceptable equal", whether or not such words appear. The seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which he considers would be in the City's interest to accept. No verbal offers for substitution will be acknowledged or considered from sellers, distributors, manufacturers or subcontractors. Any such offers shall be made in writing to the Purchasing Agent for his consideration with the submission of the proposal and the seller shall include sufficient data which, together with any other data the City may require, will enable the City to assess the acceptability of the material or equipment. Such acceptance by the City shall not relieve the seller from full responsibility from the efficiency and quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

It should be understood that specifying a brand name, components and/or equipment in these specifications shall not relieve the seller from full responsibility to produce the products in accordance with the performance warranty and contractual requirements. The seller is responsible for notifying the City of any inappropriate brand name, component and/or equipment that may be called for in the specifications, and to propose a suitable substitute for consideration.

Materials and Workmanship: Materials used shall be of new and recent manufacture and best quality.

Bid Postponement and Amendment: The City of Kermit reserves the right to revise or amend the specifications up to the time set for opening the bids. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective sellers. Prospective sellers are defined as those sellers listed on the City's Invitation For Bids list for this material, or who have obtained bid documents subsequent to the bid advertisement. If the revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening bids may be postponed by such number of days as in the opinion of the City shall enable sellers to revise their bids. In any case, the bid opening shall be at least five (5) working days after the last amendment, and the amendment shall include an announcement of the new date, if applicable, for the opening of bids.

Single Bid Response: If only one bid is received in response to the Invitation For Bids, a detailed cost proposal may be requested of the single Seller. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

Bid Withdrawal: After the bids are opened, bids may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the bid opening, however, bids may be modified or withdrawn by the Seller's authorized representative in person, or by written telegraphic notice. If bids are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the bid. Written or telegraphic notices shall be received in the office designated on Page No. 1 of this Invitation For Bids no later than the exact date/time for the bid opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the bid opening shall be considered if such message is confirmed by a copy of the telegram.

Award: The City of Kermit reserves the right to accept bids, award bids and/or not award bids on individual items listed, on group items, or on the proposal as a whole; to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears from all consideration to be for the best interest of the City of Kermit.

In determining and evaluating the best bid, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the equipment/material offered, and the reputation of the equipment/material in general use will also be considered with any other relevant factors. The Purchasing Agent shall be the sole judge in the determination of these matters.

Notice of bid award, if bid be awarded, will be made within ninety (90) days of opening of bids to the lowest responsive and responsible seller, whose bid proposal complies with all the requirements in the Invitation For Bids. Receipt of the official Purchase Order of the City of Kermit covering the supplies, materials, equipment or services as described in the Bid will indicate the award of the bid and a contract to purchase.

Order Acknowledgment: The successful seller, after receipt of a City of Kermit Purchase Order, shall be required to furnish the City Purchasing Agent, when made available, a copy of the factory order acknowledgment or production date(s) for the equipment/material ordered.

Contract Administration: Except as otherwise specifically provided in this Invitation For Bids, and the resulting Purchase Contract or Purchase Order, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified. Service may also be made by mail, by placing a notice, submittal or communication in an envelope with the proper first-class postage affixed thereto and addressed as indicated, and depositing said envelope in the United States mail (see Required Data Section).

Option to Increase Quantity of Ordered Units: The City reserves the right to increase the quantity of ordered units shown on this Invitation For Bids by issuance on the original purchase order or an additional purchase order not later than ninety (90) days after award of bid. The successful seller agrees to furnish to the City the additional ordered units at the unit price offered in this Bid.

Modification: The City of Kermit, at any time prior to the delivery date specified on the resulting Purchase Order or Purchase Contract, may issue a written order for any modifications. Such modifications shall be the result of negotiation and agreement between both parties.

Oral change orders are not permitted. No change in this Invitation For Bids or resulting Purchase Order or Purchase Contract shall be made unless the City of Kermit gives its prior written approval from the office of the Purchasing Agent. The Seller shall be liable for all costs resulting from any unauthorized changes to the Invitation For Bids, Purchase Order or Purchase Contract.

Termination of Contract to Purchase: If at any time, in the opinion of the City, upon recommendation of the Purchasing Agent, 1) seller fails to conform to the requirements of this contract; or 2) seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceedings are commenced against seller which may interfere with the performance of the contract; or 4) seller has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in any by the terms of the contract, notice thereof in writing may be served upon him, and should he neglect or refuse to provide means for a

PAGE 10

INTENTIONALLY
LEFT
BLANK

satisfactory compliance with the contract as directed by the Purchasing Agent within the time specified in such notice the City in any such case shall have the right and power, at its option and without prejudice to any other right it may have, to terminate the contract. Any excess of the cost arising there from will be charged against the seller and his sureties, who will be liable thereof. In the event of such termination, all monies due the seller or retained under terms of the contract shall be forfeited to the City; but such forfeiture will not release the seller or his sureties from liability for failure to fulfill the contract.

Inspection: The City reserves the right and shall be at liberty to inspect all materials and workmanship and shall have the right to reject all materials and workmanship which do not conform to the equipment/material specification provided; however, the City is under no duty to make such inspection. Should it be determined, after inspection that a conditional acceptance exists and corrections are needed to bring the equipment/material up to the specifications of the bid award, the City, for the purpose of earning the discount, may extend the date of complete acceptance beyond the date of delivery.

Title: Title to the equipment/material shall pass to the City at the F.O.B. point designated under Delivery, subject to the right of the City to reject upon inspection.

Acceptance and Payment: Acceptance shall be made at the time all equipment/material is operational and in proper working order as determined by and to the satisfaction of the City of Kermit. Acceptance of the equipment/material shall be determined on the basis of technical completeness, performance and adherence to the operational requirements and functions of the specifications.

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all material/equipment and receipt of an original and one (1) copy of an invoice complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

In connection with any discount for prompt payment specified on this Invitation For Bid, time will be computed from the date of complete acceptance of the equipment/material, or from date correct invoices are received in the City Finance Office, if the latter date is later than the date of complete acceptance. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

Non-compliance with any one of the following requirements shall constitute a conditional acceptance:

1. Adherence to the general construction and performance specifications.
2. Reasonable opportunity for equipment/material inspection by City Purchasing Department.
3. Receipt of manuals (if applicable).
4. Receipt of warranty statement.

Assignment and Subcontracting: The seller shall not assign or subcontract the work, or any part thereof, without the previous written consent of the City, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this contract, not claim for money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of

any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the seller is permitted to assign monies due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the seller upon notice from the City. The seller shall be fully responsible and accountable to the City for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontract and the City.

Indemnify and Hold Harmless Agreement: Seller agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by the seller hereunder, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for seller or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts.

Seller shall be liable to City for any loss of or damage to City property arising from seller's negligence or willful misconduct.

Patents and Royalties: All costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the supply of this material shall be paid by the seller. Should the seller, his agent or employees or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under the contract, the seller shall promptly substitute other articles, materials or appliances in lieu thereof equal finish, efficiency, quality, suitability and market value, and satisfactory in all respects to the City. Or in the event that the City elects, in lieu of such substitution, to have supplied and to retain and use any such inventions, articles, materials or plans as may be required to be supplied the seller shall pay such royalties and secure such valid licenses as may be requisite for the City, its officers, agents, and employees, or any of them to use such invention, article, materials or appliances without being disturbed or in any way interfered with by any proceeding in the law or equity on account thereof. Should the seller neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in the event the City shall have the right to make such substitution or the City may pay such royalties and secure such licenses and charge the seller even though final payment under the contract may have been made.

Federal and State Tax: Prices quoted shall not include Federal Excise Tax.

Legality: If any provisions of this Invitation For Bids shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Texas Law: This Invitation For Bids shall be governed according to the laws of the State of Texas.

Compliance with Laws and Regulations: All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of Texas and OSHA. The seller shall, if requested by the City, supply certification and evidence of such compliance.

Retention of Records: The seller shall be required to retain any records necessary to document the charges for goods to be provided or services to be performed and make such records available to the City for inspection at the City's request for a period of four (4) years.

Bid Contents: This proposal consists of the Invitation For Bids, Bid, Provisions, Specifications, Attachments and other terms and conditions as are attached or incorporated by reference in the schedule of the Invitation For Bids.

REQUIRED

DATA

FORMS

List of Forms:

Exceptions to Specifications

Warranty Information

Designated Contact

REQUIRED DATA

Warranty

The vehicle and related parts that are bid shall be covered by manufacturer's standard warranty and the bidder shall be required, as part of the bid, to supply the warranty service locations and submit a copy of the warranty terms and conditions, or state those terms and conditions by the manufacturer in the space provided below. ***NOTE: In all purchases made by the City, availability and accessibility of warranty service and service after warranty may be considered in determining the lowest responsive and responsible bidder.***

Extended Warranty

Terms and Conditions

Replacement Parts

The type and location of the supplier's parts service for suspension parts and brakes on the offered vehicle shall be provided in the space below:

Warranty Service Location

Name: _____

Address: _____

Phone: _____

Fax: _____

REQUIRED DATA

Designated Contact

Indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Invitation For Bid.

<u>CITY OF KERMIT</u>	<u>VENDOR</u>
<p>Diana Franco, City Secretary 110 S. Tornillo Kermit, TX 79745</p> <p>432-586-3460 Voice 432-586-2220 Fax city.sec@cityofkermit.net</p>	

(3) 2016 ½ TON SINGLE CAB 2DR PICKUPS