

City of Lake Jackson 25 Oak Drive Lake Jackson, Texas 77566 <u>www.lakejackson-tx.gov</u>

SPECIFICATIONS FOR BID # 18-02-001 2018 Ford Taurus BID OPENING DATE: Tuesday, March 13 @ 2:00 P.M. CST

Notice is hereby given that the City of Lake Jackson will receive sealed bids for the purchase of the following item:

BID NO. 18-02-001 – 2018 Ford Taurus

Sealed bids are due at 2:00 p.m. on Tuesday, March 13, 2018 after which time all qualified bids will be opened and publicly read aloud at City Hall, 25 Oak Drive, Lake Jackson, TX. Bid information and specifications may be obtained from the City of Lake Jackson Purchasing Department at City Hall or by visiting our website at <u>www.lakejackson-tx.gov</u>. Bids received after the specified deadline will not be accepted.

Sealed bids shall be clearly marked with the bid number and title addressed to:

City of Lake Jackson c/o Purchasing Department 25 Oak Drive Lake Jackson, Texas 77566 "SEALED BID NO. 18-02-001 2018 Ford Taurus"

Ads run: Sunday, February 25th & March 4th

Bid opening: Tuesday, March 13 at 2:00 p.m.

BID SUBMITTAL CHECKLIST

One (1) original completed copy of vendor's bid submittal, one (1) electronic copy of vendor's bid submittal, and one (1) business card

Vendor's Drug and Alcohol Testing Policy

Completed Bid Proposal/Tabulation Sheet

Signed Specification Compliance Certification Form

Contractor References

Signed Conflict of Interest Questionnaire

The City of Lake Jackson, Texas will accept sealed bids for the purchase of **two 2018 Ford Taurus** in accordance with the following specifications. A complete bid shall include all Standard Factory Specifications as well as all dealer added options. The selection will be based on overall price and reliability of the bids. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or to make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the Lake Jackson City Council 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 of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

General instructions

Each part of the bid package is broken into sections and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Lake Jackson's interpretation shall govern.

1. Bids should be submitted by mail or delivered to:

City of Lake Jackson Attn: Purchasing Dept. 25 Oak Drive Lake Jackson, Texas 77566

Bids must be submitted in a sealed envelope marked: "2018 Ford Taurus, Bid 18-02-001"

2. Timeline and Due Date

Event	Date
1 st Advertisement	Sunday, February 25, 2018
2 nd Advertisement	Sunday, March 4, 2018
Question submittals	Tuesday, March 6, 2018
Answers to submitted questions	Thursday, March 8, 2018
Bid Opening	Tuesday, March 13, 2018 at 2:00 pm
City Council Bid Award	Monday, March 19, 2018
Anticipated Vehicle Order Date	March 20 – 23, 2018

- 3. The Bidder must complete and attach the "<u>Specification Compliance Certification</u>" form and the "<u>Conflict of Interest Questionnaire</u>". **NO BID WILL BE ACCEPTED WITHOUT THESE COMPLETED AND SIGNED FORMS.**
- 4. One original completed copy of vendor's bid and one electronic copy should be submitted to the city in bid package with current business card.
- 5. Please provide one sample of product and the packaging for the product free of charge.
- 6. Three commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference should include: customer who supervises contract, their position, address, phone number, scope of work provided to customer and length of time vendor has serviced customer.

Funding

Funds for payment have been provided through the City of Lake Jackson budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Lake Jackson fiscal year shall be subject to budget approval by the City Council.

Late bids

Bids received in the Purchasing Department after the submission deadline will be considered void and unacceptable. The City of Lake Jackson is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Lake Jackson Purchasing Department shall be the official time of receipt.

Altering bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initiated by the signer of the bid, guaranteeing authenticity.

Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on the Tabulation sheet and to extend and show the total. Bid price must be submitted on units of quantity specified and total shown. In the event of discrepancies in extensions, the unit price shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

City of Lake Jackson 25 Oak Drive, Lake Jackson, Texas 77566 (979) 415-2400

Withdrawal of bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the city prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

Sales Tax

The City of Lake Jackson is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the bid.

Bid award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material or alter any of the conditions, terms or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- 1. Whether the bidder has adequate financial resources to comply with the contract awarded.
- 2. Whether the bidder has a satisfactory record of performance with the City or other entities.
- 3. Any other factors that could be material to the bidder's ability to comply with the contract.

Delivery

All Delivery and freight charges F.O.B. City of Lake Jackson are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

Delivery promise - penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. Do NOT quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing department, who shall have the right to extend the delivery if reasons for the delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the purchasing department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

Rejection of bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

City of Lake Jackson 25 Oak Drive, Lake Jackson, Texas 77566 (979) 415-2400

Conflict of interest

No public official shall have interest in this contract in accordance with Chapter 171 of the Texas Local Government Code. The conflict of interest form must be completed and submitted with this bid.

Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Lake Jackson. More than one proposal on anyone contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

Insurance

Not required for this bid.

Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Lake Jackson to be DESCRIPTIVE – NOT RESTRICTIVE and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them. The City of Lake Jackson shall act as sole judge in determining quality and acceptability of products offered.

Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lake Jackson purchasing department. Addenda will be mailed or emailed to all who are known to have received a copy of the Bid. Bidders shall acknowledge receipt of all addenda.

Bids must comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

<u>Notice</u>

Any notice provided by this bid shall be deemed to have been given and received on the next business day after such written notice has been deposited in the mail.

Invoices

Invoices submitted for payment shall be addressed to the City of Lake Jackson and shall reference the approved purchased order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

Quality control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

<u>Israel</u>

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services 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 signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

Contract administrator

Under this contract, the City of Lake Jackson has designated Asst. Chief Paul Kibodeaux as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Lake Jackson City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the City of Lake Jackson Purchasing Department at (979) 415-2420.

Questions and answers

Questions concerning any aspect of the bid must be submitted by Tuesday, March 6, 2018 to the purchasing department in writing via fax or email. Any questions submitted after this date will not be answered. The purchasing department will compile all questions and provide answers to all interested bidders. The provided question and answers will also be located on the purchasing website. Answers will be posted by Thursday, March 8, 2018.

Specifications for Ford Taurus 4dr

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1. It is the intent of this specification to describe the minimum acceptable requirements for two Ford Taurus 4dr.
- 1.2. Bid prices shall include entire cost of the vehicle and delivery.
- 1.3. Bid shall specify the delivery days.
- 1.4. All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Keelie Kennedy, Buyer (<u>kkennedy@lakejacksontx.gov</u>) Or Fax: (979) 415-2520.

2. <u>DELIVERY</u>

- 2.1. Unit bid prices shall include all delivery cost to the following location:
- 2.2. Delivery shall be Lake Jackson Police Department, 5 Oak Drive, Lake Jackson, TX 77566.
- 2.3. Delivery shall be scheduled with the Contractor Administrator, Asst. Chief Paul Kibodeaux, (979) 415-2702.
- 2.4. Vehicles to be titled to: City of Lake Jackson

3. 2018 FORD TAURUS Specifications

- 3.1. Provide color options
- 3.2. 4-wheel Independent Suspension
- 3.3. 6-speed SelectShift, Automatic Transmission with Sport Mode and Shifter Button Activation
- 3.4. 4-wheel Disc Brakes with ABS
- 3.5. Torque Vectoring Control
- 3.6. Curve Control
- 3.7. Electric Power-Assisted Steering
- 3.8. 6-Speed SelectShift[®] Automatic Transmission Sport Mode with Shifter Button Activation
- 3.9. Front-Wheel Drive (FWD)
- 3.10. Battery Management System
- 3.11. Complete with all manufacturer's standard equipment
- 3.12. 3.5L Ti-VCT V6 Engine
- 3.13. Optional 3.7L All-Wheel Drive
- 3.14. 18-inch Sparkle Silver-Painted Aluminum Wheels
- 3.15. Carpeted front and rear Floor Mats
- 3.16. Front center floor console with armrest, covered storage, removable trinket tray and cupholders.
- 3.17. Handles Front and rear grab (three total)
- 3.18. Lamps Rear seat reading, front dome and map lamps
- 3.19. Locks Power door locks with auto lock
- 3.20. Auto-dimming rearview mirror
- 3.21. MyKey[®]
- 3.22. Outside Temperature Display
- 3.23. Powerpoints

- 3.24. Power windows, one-touch-up/down driver's feature, with global open feature and rear window defroster
- 3.25. Rear seat vents
- 3.26. Remote Keyless Entry System
- 3.27. Shift knob leather-wrapped with chrome insert
- 3.28. Leather-wrapped steering wheel with manual tilt/telescopic
- 3.29. Sun visors
- 3.30. Trunk Power Remote Release
- 3.31. Particulate air filtration system
- 3.32. Inside Trunk-Lid Release
- 3.33. Integrated Remote Start System
- 3.34. Instrumentation Ice Blue[®] Lighting
- 3.35. Rear View Camera
- 3.36. AM/FM stereo with single CD player with clock & MP3 capability
- 3.37. Available SiriusXM Satellite Radio
- 3.38. Five-passenger seating
- 3.39. Fold down rear-seat armrest with two beverage holders
- 3.40. Six-way power driver and passenger seats with manual recline and lumbar
- 3.41. Map pockets front seat back
- 3.42. Rear head restraints Fixed outboard with center adjustable
- 3.43. 60/40 split fold down rear seats
- 3.44. Unique cloth seating surfaces
- 3.45. Delayed Accessory Lighting
- 3.46. Body-Color Door Handles
- 3.47. Dual chrome exhaust tips
- 3.48. Easy Fuel[®] capless fuel filler
- 3.49. Fuel Tank 19 gallons
- 3.50. Glass Laminated side security, solar-tinted
- 3.51. Mirrors heated, body-color, power-folding sideview mirrors with security approach lamps and integrated blindspot mirror
- 3.52. Reverse Sensing System
- 3.53. SecuriCode[™] invisible keyless entry keypad
- 3.54. Supplemental parking lamps
- 3.55. LED (Light-Emitting Diode) taillamps
- 3.56. Wipers Fixed interval
- 3.57. Personal Safety System®
- 3.58. Child safety rear door locks
- 3.59. Front seat side-impact airbags
- 3.60. LATCH (Lower Anchors and Tethers for Children) System
- 3.61. Safety Canopy System[®]
- 3.62. Individual Tire Pressure Monitoring System (TPMS)
- 3.63. Seat belt pretensioners
- 3.64. AdvanceTrac[®] with Electronic Stability Control (ESC)

- 3.65. Belt-Minder[®]
- 3.66. Perimeter alarm
- 3.67. Perimeter lighting
- 3.68. SOS Post-Crash Alert System[™]
- 3.69. SecuriLock[®] Passive Anti-Theft System
- 3.70. Illuminated entry
- 3.71. AdvanceTrac[®] with ESC[®] (Electronic Stability Control[™]) including Curve Control and Torque Vectoring Control

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

Item No.	Item Description	Est. Quantity	Unit Price	Item Total
1	2018 Ford Taurus	2		
	ΤΟΤΑΙ		\$	\$

We quote the above FOB Lake Jackson, Texas. Shipment can be made in______ days from receipt of order.

Terms______net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Lake Jackson, Texas, within a reasonable period of time constitutes a contract.

BIDDER:

ADDRESS:

PHONE, EMAIL, & FAX:______

AUTHORIZED REPRESENTATIVE

TITLE

AUTHORIZED SIGNATURE

DATE

CONTRACTOR REFERENCES

Customer Name:		
Contact:	Title	
Address:	Phone No.:	
Scope of Work:	Length of Service:	

Customer Name:		
Contact:	Title	
Address:	Phone No.:	
Scope of Work:	Length of Service:	

Customer Name:		
Contact:	Title	
Address:	Phone No.:	
Scope of Work:	Length of Service:	

SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of _______ offers the City of Lake Jackson, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model No.

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation
	as detailed per specifications and any exceptions if offered (check one):
Without ex	With exceptions as noted above.
CERTIFICATION	OF AUTHORIZED REPRESENTATIVE:
hereon I certify herein, and the Specifications a contract docume in accordance v	that I possess the authority to submit a bid on behalf of the firm I represent and by my signature that the services/unit(s) I propose to furnish will meet or exceed every specification contained at I have read each and every page of the Standard Terms and Conditions and Technical nd Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these ents. I am aware that, once accepted by City of Lake Jackson, my bid becomes a binding contract with the provisions herein of the aforementioned contract documents, and that I will not be empt enforcement of any other contract or contract provisions.
Firm Name:	
Authorized Repr	esentative:
Signature:	
Title:	
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.

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.	OFFICE USE ONLY			
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).	Date Received:			
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. <i>See</i> 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.				
If there is no relationship, write N/A in Box 1 and sign the form.				
Name of vendor who has a family, business, or employment relationship with local governmental en	tity.			
2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires th completed questionnaire with the appropriate filing authority not later than the 7th business day after 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				
 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 City of Lake Jackson officer or employee 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 City of Lake Jackson officer or employee AND the taxable income is not received from the City of Lake Jackson?				
Yes No				
C. Does the City of Lake Jackson officer or employee serve as an officer or director, or hold an ownership interest of one percent or more, in the vendor's company?				
Yes No				
 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 office as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	er one or more gifts			
Signature of vendor doing business with the governmental entity Date				