

INVITATION FOR BID
CITY OF NEW FAIRVIEW
2023 Vehicle Bid



City of New Fairview
999 Illinois Lane, New Fairview, Texas 76078
BIDS DUE: April 19 at 5:00 pm

NOTICE TO BIDDERS

The City of New Fairview will receive sealed bids for one (1) vehicle. The proposal shall be appropriately marked City of New Fairview 2023 Vehicle Bid and mailed Attn: Public Works Department, 999 Illinois Lane, New Fairview, Texas 76078, or delivered to the City Hall, 999 Illinois Lane, New Fairview, Texas 76078.

Bids will be received until: April 19 at 5:00 pm

Proposals will be publicly opened and read on April 20 at 10:00 am in the City Council Chamber at City Hall.

Specifications and bidding documents may be secured from Brooke Boller, City Secretary, at 999 Illinois Lane, New Fairview, Texas 76078, (817-638-5366 ext. 1003).

No proposal may in any way qualify, modify, substitute, or change any part of the specifications contained herein.

Pursuant to Texas Local Government Code Section 252.043, the City of New Fairview may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted values set forth in the request for bids and the ranking evaluation of the bids received. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.



City of New Fairview, Texas

Schedule of Events

Publish Notice to Bidders: Wise County Messenger

April 6, 2023

Bids received until:

April 19 at 5:00 pm

Open Bids:

Thursday, April 20, 10:00 am

City Council Chamber

City Hall

999 Illinois Lane

New Fairview, Texas 76078

Potential Consideration of Awarding of Bid:

Monday, May 1, 2023

CITY OF NEW FAIRVIEW
PUBLIC WORKS DEPARTMENT
REQUEST FOR SEALED BID

Sealed Bid shall be clearly marked DO NOT OPEN, BID FOR CITY OF NEW FAIRVIEW 2023 VEHICLE BID mailed Attn: Public Works Department, 999 Illinois Lane, New Fairview, Texas 76078, or delivered to the City Hall, 999 Illinois Lane, New Fairview, Texas 76078

Date: April 6, 2023

Bids will be received until: April 19, at 5:00 pm

For: Public Works Department

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	SPECIFIED DELIVERY
	1	3/4 Ton Crew Cab 4x4 Standard Bed Truck	\$	\$	
Total Bid:				\$	

**CITY OF NEW FAIRVIEW
REQUEST FOR SEALED BIDS**

INSTRUCTIONS TO PROPOSER - - - - -PLEASE READ CAREFULLY

1. The City of New Fairview, Tax No. 75-2130403 is exempt from all Federal Excise Taxes. Do not include tax in your bid price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized.
2. The City of New Fairview will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice.
3. This purchasing contract is subject to the attached Purchasing Terms and General Conditions.
4. In case of discrepancy between the unit price and the extension price, the unit price will be taken.

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made: _____ Cash Discounts _____% _____ Days

Names of Business: _____

Mailing Address: _____

City _____ State _____ Zip _____

By: _____ Title: _____

Phone: _____ E-mail Address: _____

CITY OF NEW FAIRVIEW

1. **Preparation of Bids:**

Unless otherwise directed in the Notice to Bidders, submit bid on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked "DO NOT OPEN, BID FOR CITY OF NEW FAIRVIEW 2023 VEHICLE BID". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. **Questions and Inquiries:**

Information about this proposal should be directed to:

Joshua Barnwell, City Operations Administrator
Public Works Department
999 Illinois Lane
New Fairview, Texas 76078
Office: 817-638-5366, ext. 1005
Email: Joshua.barnwell@newfairview.org

3. **Submission of Bids:**

By Mail:

Each proposal shall be CLEARLY MARKED "2023 Vehicle Bid" and submitted by mail or in person to the address below by the time and date set forth. Responses received later than the due date will not be accepted and returned unopened.

Due Date: April 19, 2023, at 5:00 pm

Mailing Address: City of New Fairview
Attn: Public Works Department
999 Illinois Lane
New Fairview, Texas 76078

4. **Reservations:**

The City of New Fairview reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety, this Bid Request if found in the best interest of the City.

All proposals and associated materials received with your response will become the property of the City of New Fairview and will be returned at the discretion of the City.

The Laws of the State of Texas, County of Wise, and the City of New Fairview, with

any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions, arbitration, or litigation.

5. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive formal or technical irregularities in bidding when deemed to be in the City's best interests. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

6. Bid Evaluation and Award:

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of New Fairview to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the best value to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

Best Value Selection Criteria:

- | | |
|-------------------------------------------------------------|---------|
| a) Purchase price. | 20 Pts. |
| b) Meets all bid specifications. | 20 Pts. |
| c) Bidder's principal place of business. | 10 Pts. |
| d) City's past history/experience with Manufacturer/Dealer. | 20 Pts. |
| e) Delivery requirements are met. | 30 Pts. |

7. Bidders:

Bidders desiring Purchasing information or interpretation must request such information or interpretation from Joshua Barnwell, City Operations Administrator, 817-638-5366, ext. 1005 or Joshua.barnwell@newfairview.org. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify Joshua Barnwell so that an addendum can be issued. No oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

8. Communications:

The City of New Fairview shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents

or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

9. Substitutions:

It shall be the responsibility of all bidders to indicate the brand name and model, or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide the requested data or product demonstrations and/or sample may be considered valid justification for rejection of proposal.

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

10. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

11. References:

The City of New Fairview may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like equipment have been supplied by their firm. Include name of city or firm, contact person, address, telephone number and fax number. The low bidder may be required to furnish Performance and Payment Bonds depending on references, reputation, and State Laws.

12. Delivery of Bids:

It is the bidder's responsibility to deliver his bid at the proper time to the proper place. The fact that a bid was dispatched will not be considered. The bidder must have the bid actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

13. Corrections:

Erasures or other corrections in the bid must be noted over with the bidder's initials.

14. Materials and Services:

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

15. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

16. 1295 certificate of Interested Parties and Conflict of Interest Questionnaire:

The Conflict of Interest Questionnaire stated above MUST be returned as part of your bid response. Failure to include this form may result in your bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the bid. The 1295 form's completion is required within with the City-provided certificate number must be completed within ten (10) days of contract award. The web address to the Texas Ethics Commission website with instructions is listed below:
(https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

17. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight, or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified, or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor to the City of New Fairview, Attn: Public Works Department, 999 Illinois Lane, New Fairview, Texas 76078.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

18. Indemnification:

THE PROPOSER SHALL, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF NEW FAIRVIEW, THEIR OFFICERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, ORDERS, DECREES, OR JUDGMENTS FOR PERSONAL INJURY, SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, LOSS, OR LIABILITY OF ANY KIND INCLUDING ALL COSTS OR SETTLEMENTS AND

REASONABLE ATTORNEY’S FEES INCURRED IN DEFENDING ANY CLAIM, DEMAND, OR CAUSE OF ACTION) OCCASIONED BY, GROWING OUT OF, OR ARISING FROM (A) THE PERFORMANCE OF ANY PRODUCT OR SERVICE TO BE SUPPLIED BY THE PROPOSER, OR (B) BY ANY ACT, ERROR OR OMISSION ON THE PART OF THE PROPOSER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, AND OR (C) ANY FAILURE TO FULLY COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS BY THE PROPOSER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

19. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of New Fairview is required to adhere to, the terms and conditions of the Proposer’s Drug and Alcohol Policy.

20. Ethical Standard:

No City official or employee shall have interest in any contract resulting from this Request for Bids. Individuals with a possible conflict will enact a public disclosure record by completing a “Statement of Financial Interest” form.

21. Alternate Bid Item:

No alternate bids or bid items will be considered unless they are specifically requested by the bid.

22. Unit Price:

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

23. Payment:

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material 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.

24. Bid Agreements and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the bid prices and none will be added.
- B. Prices in this bid have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a bid for the purpose of restricting competition.
- E. The individual signing this bid certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

CITY OF NEW FAIRVIEW

PUBLIC WORKS DEPARTMENT MINIMUM SPECIFICATIONS

One (1) 3/4 Ton Pickup, Crew Cab 4x4, Standard Bed

General Specifications: New, 2023 Model-year, full size, 4-wheel drive pickup (4 x4). This pickup is to have a crew cab, standard bed and standard equipment.

Alternate Bid: New, 2022 Model-year vehicle. Vehicle must come with full manufacturer's warranty.

Engine: V8 FFV engine, 6.0L

Fuel Type: Gas

Drive Train: 4 Wheel Drive

Transmission: 6 speed, Automatic

Body Style: Straight-sided, 8 foot - bed pickup truck

Body Color: The body color shall be white. No dealer logos or decals are to be affixed to the vehicle.

Seats: Front – Cloth Split seats with center console or bench seat with fold down console.

Rear – Cloth Bench

Interior: Rubber floors/mats (no carpet)

Wheels and Tires: 17" Grey steel
All Season or All Terrain Tires
Full Size Spare Tire

Selected Options:

Towing Package - Factory installed receiver hitch w/ trailer hitch wiring harness installed.

Factory Air Conditioning

Factory Heater and Defroster

Power Windows and Power Door Locks

Remote, Keyless Entry Power Steering

Cruise Control

USB and Bluetooth capabilities

Dealer Preparation: All normal dealer preparations shall be performed by the successful bidder on the vehicle prior to delivery.

Extended Warranty: Should the bidder wish to propose an extended warranty on the vehicle, an attachment should be made to the bid detailing the available extended warranties and their related costs.

State & Federal Compliance: The vehicle will be delivered with a current State of Texas inspection certificate issued in the month of delivery. Vehicle is to be equipped for compliance with all State and Federal regulations.

Vehicle Delivered FOB to:

City of New Fairview
Public Works Department
999 Illinois Lane
New Fairview, Texas 76078

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

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.