

CITY OF DICKINSON

INVITATION TO BID

The City of Dickinson is soliciting sealed bids for the City to purchase (2) new, 2012, Mid-size (**BASE MODEL**) Sports Utility Vehicles. The vehicles should have a V-6, 3.5 cubic inch or larger fuel injected engine and automatic overdrive transmission. (See Specifications, page 6.) The City of Dickinson reserves the right to reject any and all bids. Inquiries about this bid should be directed to Captain Melvin Mason, (281) 337-4700, ext. 301.

Designate on the front, lower, left-hand corner of your response envelope, the following:

Competitive Sealed Bid #1209-06

Subject: Two (2) New 2012 Mid-Size (BASE MODEL) Sports Utility Vehicles

Bid Closing Time: Thursday, November 10, 2011 at 10:00 a.m.

For your convenience at bid opening, enter quote on this Cover Page and include in Sealed Response Envelope (do not place quoted prices on the outside of the envelope):

Total Cost: **\$**
(Also, enter amount in "Authority to Quote" Section)

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INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION ADDRESS AND DEADLINE**

Completed bids will be received in the Office of the City Secretary, City Hall, 4403 Highway 3, Dickinson, Texas 77539 until the bid submission deadline (November 10, 2011 at 10:00am) as stated on the cover page. Bid responses received after the closing time and date will be returned to the sender unopened.

If you do not wish to bid at this time, but wish remain on the bid list for this service or commodity, please submit a "No Bid" by the same time and date at the same location as stated for bidding. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please advise us in writing.

2. **SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be considered.

3. **DEVIATIONS BETWEEN BID SPECIFICATIONS AND DELIVERED ITEM(S)**

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all bid specifications and operational requirements. Should the commodity fail to meet the specifications of the bid, the successful Bidder agrees that the City may elect to do any one of the following:

- A. Reject the bid and void the purchase as to any and all items so bid.
- B. Require specific performance by the successful Bidder at no additional cost to the City.
- C. Deduct the manufacturer's list cost of the missing equipment and/or options plus \$500 per unit delivered and accept the item delivered.

4. **SAMPLES**

Samples of items, when required, must be furnished free, and if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.

5. **ALTERING BIDS**

Bids cannot be altered, amended or withdrawn by the Bidder after the bid-opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

6. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the request for bids for any reason or to reject any or all bids or parts of all of any specific bid or bids. The City further reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids with or without trade-in.

7. **LATE BIDS**

The City of Dickinson is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Street Department shall be the official time of receipt.

8. **PRICES HELD FIRM**

All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the City or Bidder.

9. **EXCESS OR INCORRECT COMMODITIES**

Materials delivered in error or in excess of the quantity ordered may, at the Purchaser's option, be returned at the successful Bidder's expense.

10. **PACKING, CRATING, AND CARTAGE**

The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the deliver or set-up of the commodity purchased shall be removed and properly disposed of by the successful Bidder.

11. **DESTINATION CHARGES**

All products offered shall be bid F.O.B., final destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments.

All deliveries are to be made to the following address:

City of Dickinson - Police Department
4000 Liggio St
Dickinson, Texas 77539

The successful Bidder shall notify Captain Melvin Mason 24 hours prior to delivery at (281) 337-4700, ext. 301.

12. **TITLE/RISK OF LOSS**

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

13. **IDENTICAL BIDS**

In the event of two or more identical low bids, the contract will be awarded as prescribed by chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

14. **DELIVERY DATE**

A delivery completion date is to be provided by the Bidder unless otherwise stated in the City's specification. This date may, where time is of the essence, determine the contract award. Fees for delay in the amount of \$50 per day may be assessed beginning on the first day following the maximum delivery time as promised by the successful Bidder.

15. **DEVIATION FROM SPECIFICATIONS**

Any deviation from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.

16. **UNIT PRICES AND EXTENSIONS**

If unit prices and their extensions do not coincide, the City may accept the bid for a lesser amount.

17. **WARRANTY**

Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding the contract.

18. **TERMINATION OF CONTRACT TO PURCHASE**

The City reserves the right to terminate the Purchase Order with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City.

19. **PRICE DECLINE**

Should there be a decline in the market price of commodities provided during this contract, then the City shall have the benefit of such decline.

20. **ASSIGNMENT**

The successful Bidder's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

21. **BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions, and all conditions of bidding shall be construed in the favor of the City.

22. **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 and shall not be effective unless signed by an authorized representative of the City.
23. **MODIFICATIONS AND AMENDMENTS**
The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.
24. **LIENS**
The successful bidder agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
25. **PATENT INDEMNITY**
The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering materials and the successful Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
26. **GRATUITIES/BRIBES**
The City may, by written notice to the successful Bidder, cancel this contract without liability to the Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee, or elected representative with respect to the performance of the contract. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.
27. **RESPONSE FORM TO BE USED**
The bid quote must be submitted on the form provided.
28. **SPECIAL TOOLS**
In the event that special tools are required for routine maintenance or to provide access to compartment areas, the Bidder shall furnish these tools at no cost to the City.
29. **OPERATIONAL MANUALS**
If requested by the City, the Bidder shall provide a complete set of operational instructions and descriptive literature for the proper evaluation of the product quoted.

30. **MATERIAL SAFETY DATA SHEETS (MSDS)**

Each bid shall include a MSDS for the product quoted, if applicable.

31. **EMPLOYEE TRAINING**

The successful Bidder shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item purchased. This instruction shall be at no additional cost to the City.

32. **PAYMENT**

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees.

33. **TITLE OF VEHICLE**

Upon receipt of vehicle, the Seller shall deliver the title to this vehicle, in the name of the City of Dickinson, to the City Secretary's office or approved personnel upon the approval of the Chief of Police.

34. **REFERENCES**

Each Bidder is to provide a minimum of two (2) verifiable references in which the Bidder has sold and maintained this or a similar product. List the reference on Attachment I.

For clarification of these specifications call Captain Melvin Mason at (281) 337-4700, ext. 301.

SPECIFICATIONS

Unless otherwise stated, all specifications listed are minimum requirements.

Check to confirm that product quoted meets specifications.

1. Two (2) Mid-size 2012 (**BASE MODEL**) Sports Utility Vehicles (i.e., Explorer, Escape, Trailblazer, Durango) _____
2. Engine Size: 3.5, V-6, Fuel Injection _____
3. 5 Passenger Seating (Cloth) Front Bucket Seats _____
4. Heavy Duty Floor Covering (Carpet) _____
5. 4 x 2 wheel drive _____
6. Automatic Overdrive Transmission _____
7. Map Lamp Header _____
8. Power Windows/Door Locks _____
9. 17" inch Steel Wheels _____
10. Keyless Entry w/ Security System & Keyfob _____
11. Heavy Duty Front & Rear Springs; Front and Rear Stabilizer Bars _____
12. AM/FM Stereo & Single CD Player _____
13. Color: Clearcoat Metallic or Equivalent _____

SPECIFICATIONS - CONTINUED:

List additional standard equipment:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

List Extended Warranty Information:

- 1. Power Train Warranty \$ _____
- 2. Base Care Warranty \$ _____
- 3. Extra Care Warranty \$ _____
- 4. Premium Care Warranty \$ _____
- 5. Other Warranty(ies) \$ _____
- \$ _____

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements and the listed standard additional equipment as set forth in these specifications and any documents attached for one (1) Police Package Vehicle.

Make: _____

Model: _____

Year: _____ **Total Bid Price: \$** _____
(ALSO INCLUDE TOTAL BID PRICE ON COVER PAGE)

BIDDER/COMPANY NAME:
AUTHORIZED REPRESENTATIVE:
SIGNED:
TITLE:
ADDRESS:
CITY, STATE, & ZIP:
TELEPHONE: () FAX: ()

**EST. DELIVERY DAYS AFTER
RECEIPT OF PURCHASE ORDER:**

DATE:
STANDARD WARRANTY INCLUDED IN THE TOTAL PRICE ABOVE (PLEASE DESCRIBE INCLUDING DEDUCTIBLE AMOUNT TO BE PAID FOR EACH REPAIR):

NOTES: Standard equipment is required on all items not specified. All Federal safety requirements must be met on delivery.

Be sure to include with your bid the Insurance Requirement Affidavit Form completed by your insurance agent/broker.

If additional space is needed, please attach extra sheet.

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of two (2) verifiable references in which the Bidder has sold and maintained this or a similar product.

Company Name:

Address:

Contact Person:

Telephone: ()

Product Purchased by Reference:

Company Name:

Address:

Contact Person:

Telephone: ()

Product Purchased by Reference:

Company Name:

Address:

Contact Person:

Telephone: ()

Product Purchased by Reference:

ATTACHMENT II

INSURANCE

SECTION A. Prior to the approval of this contract by the City, the successful Bidder shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the successful Bidder.

SECTION C. Subject to the successful Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, the successful Bidder shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the successful Bidder's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation Employers Liability	Statutory \$100,000/500,000/100,000
2. Commercial General (public) Liability insurance, including coverage for the following:	
a. Premises Operations	
b. Independent Contractors	Combined single limit for bodily
c. Products/Completed Operations	Injury and property damage of
d. Personal Injury	\$500,000 per occurrence or its
e. Advertising Injury	equal.
f. Contractual Liability	
g. Medical Payments	

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the successful Bidder shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The successful Bidder agrees that with the respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Dickinson and its officers, employees, and elected representatives as additional insureds (as the interest of each insured may appear) as to all applicable coverages.
- b. Provide for 30 days notice to The City for cancellation, nonrenewal, or material change; 10 days notice for worker's compensation coverage.

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

- c. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance is being supplied.
- d. The successful Bidder agrees to waive subrogation against the City of Dickinson, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period.

NOTICES

The successful Bidder shall notify the City in the event of any change in coverage and shall give notice not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Captain Melvin Mason
City of Dickinson
4403 Highway 3
Dickinson, Texas 77539

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the successful Bidder shall not relieve the successful Bidder of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the successful Bidder from liability.

ATTACHMENT III
CITY OF DICKINSON
INSURANCE REQUIREMENT AFFIDAVIT

* To be completed by Appropriate Insurance Agent/Broker *

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Vendor. If the below identified Vendor is awarded this contract by the City of Dickinson, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid/proposal.

Agent (Signature)

Agent (Print)

Name of Agent/Broker:

Address of Agent/Broker:

City/State/Zip:

Agent Telephone #: ()

Date:

Vendor's

Name:

(Print or Type)

* NOTE TO AGENT/BROKER *

If this time requirement is not met, the City has the right to reject this bid/proposal and award the contract to another. If you have any questions concerning these requirements, please contact Captain Melvin Mason at (281) 337-4700 ext. 301.