



CITY OF IRVING

SOLICITATION OVERVIEW

The City of Irving is soliciting bids for:

TITLE: 33,000 GVWR Crew Trucks with Long Utility Bodies
ITB #: 198D-09F
Commodity: 7305, Over One Ton Trucks
Due Date: 3:00 p.m., Thursday, July 9, 2009
Location: City of Irving, Purchasing Division
845 W. Irving Blvd.
Irving, Texas 75060

Pre-Bid Conference:

There will be no pre-bid conference for this bid.

Public Bid Opening:

There will be a public bid opening in the Purchasing Division conference room immediately following the bid due time/date. Interested parties are invited to attend.

Written Questions:

Submit written questions to:

Ed Matthews, Purchasing Manager, ematthews@cityofirving.org,
Darlene Rush, Senior Purchasing Agent, drush@cityofirving.org;
Zane Ryan, Fleet Maintenance Manager, zryan@cityofirving.org;
Kenny Boyle, Water Utilities, kboyle@cityofirving.org.

Questions may be submitted through 3:00 p.m., June 26, 2009.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.



CITY OF IRVING

TABLE OF CONTENTS for ITB 183D-09F

Solicitation Overview 1

Table of Contents 2

Specifications 3

Compliance Pages 4-11

Bid Pricing Page..... 12

Summary Response Page 13

Attachment A-1, Standard Terms and Conditions 14-18

Attachment B-1, General Instructions to Bidders 19-20

Attachment B-2, Special Instructions to Bidders 21

Attachment B-3, Checklist for Bidders..... 22

Attachment B-5, Map Locating Purchasing Division..... 23

Attachment C-1, Conflict of Interest Instructions 24

Attachment C-2, Conflict of Interest Statement 25-26

Attachment D-9, No Insurance Requirements..... 27

Attachment E-1, Environmental Commitment 28

Attachment E-2, Environmental Stewardship 29

Attachment F-1, Good Faith Effort Program Overview 30

Attachment F-2, Good Faith Effort Affidavit 31

Attachment G-9, No Bonding Requirements 32

Attachment H-9, No Contract Requirements 33

Attachment I-1, Texas Department of Transportation Licenses 34

Specifications

Intent – The intent of these specifications is for the City to purchase two 33,000 GVW Crew Trucks with Long Utility Bodies to be used by Water Utilities crews. The Water Utility crew trucks are predominately used for the water and wastewater utility repairs. The crew consists of a Crew Leader, Heavy Equipment Operator, and a Maintenance Worker. The crew truck carries all of the hand and power tools, repair parts, and other pieces of equipment to make the necessary repairs. The crew truck also tows a trailer with a backhoe or front end loader.

Payment - Payment shall not be processed until:

- (1) A Manufacturer's Certificate of Origin is delivered to the Fleet Maintenance, P.O. Box 152288, Irving, Texas 75015-2288.
- (2) All work has been completed and accepted by Fleet Maintenance Division.
- (3) Complete shipment has been received and accepted by Fleet Maintenance and Solid Waste Services.
- (4) All vehicles will be delivered with the vehicle window sticker.

Warranty - It is desirable bidders submit, as an attachment to the bid, a copy of Express Warranty on the vehicles they propose.

Specifications - All options shall be priced separately and installed, not loose equipment. The City reserves the right to delete options on a unit basis.

Manuals Required – The awardee shall deliver to the Fleet Maintenance Division with all new equipment: an operator's manual and any maintenance, parts, and repair manuals as ordered under vehicle options for each different type vehicle. Delivery of the vehicles shall not be delayed by this requirement but the City of Irving will withhold 10% payment of invoice until all maintenance and parts manuals have been delivered. City preference is Web Access at no cost to the City.

Line Setting Tickets - All vehicles delivered will have one unmutated copy of the factory line setting tickets and one original copy of (MSO) Manufacturer's Statement of Origin. No payment(s) will be made until the original MSO is delivered to the City of Irving, Fleet Maintenance Division.

Window Sticker - All vehicles delivered will have one unmutated copy of the factory window sticker.

Vehicle Order Date Confirmation - Awardee will provide to the City of Irving, Purchasing Division, a copy of the confirmation that the vehicles have been ordered from the manufacturer within two weeks of receipt of the purchase order from the City of Irving.

Construction Ability - Each bidder shall furnish satisfactory evidence of his/her ability to construct the vehicle specified, and shall state the location of the factory where the unit is to be built. The bidder shall also show that the firm is in a position to render prompt service and to furnish replacement parts for the vehicle.

Repair Parts – Parts for the cab, chassis, module and components of the vehicle shall be available to the City of Irving within a reasonable time period. A reasonable time period is construed to mean forty-eight (48) hours except in isolated situations beyond the control of the vehicle manufacturer or parts manufacturer.

Compliance Pages

**33,000 GVWR Diesel Crew Cab for use with Long Utility Body (2 each)
(Replacement for Vehicles # 32089 and # 32095)**

**Can you comply or how do you
propose meeting specifications?**

_____ Engine: Diesel 300 HP minimum; 600 ft/lbs torque minimum.
State engine size in liters and engine manufacturer: _____

_____ Engine must meet 2009 EPA standards or better. The SCR
system will not be acceptable. An EGR or ACERT technology is
required at a minimum.
Check all acceptable Biodiesel SME Blend with no yellow grease
or animal fat for engine being bid?
Up to _____ (State blend if greater than B20) B20, B15, B10, B5
Indicate Emissions: NOx (oxides of nitrogen)

_____ CO2 (carbon monoxide) _____
PM (particulate matter) _____

_____ Block heater

_____ 33,000 lbs. GVWR minimum. Must be clean on both sides.

_____ Tilting Hood and Fenders.

_____ 4-Door Crew Cab.

_____ 4 Doors: Bolt on type, no welded hinges.

_____ Frame: Double "C" Channel, 20.11 SM, 120,000 PSI or greater;
full length of frame.

_____ Front Axle - 12,000 lbs.

_____ Front Springs - 12,000 lbs. minimum; factory specified

_____ Rear Axle – Synthetic oil - Minimum 23,000 lbs. or equal

_____ Rear Axle Ratio - rear axle for ratio 65 MPH single speed.

_____ Rear Springs - 23,000 lbs., with 4,500 lb. 4 leaf auxiliary springs or
equal; factory specified.

_____ Cab to Axle - 120" minimum – must meet specs for Body being
mounted.

_____ Wheel Base - 230" minimum – must meet specs for Body being
mounted.

Compliance Pages

**33,000 GVWR Diesel Crew Cab for use with Long Utility Body (2 each)
(Replacement for Vehicles # 32089 and # 32095)**

Can you comply or how do you propose meeting specifications?

- _____ Engine Exhaust Brake: to match engine being bid. NO JAKE BRAKES. State Make and Model _____ .
- _____ Fuel/Water Separator
- _____ Transmission: Wide ratio, 3500 RDS, 6-speed automatic transmission with high range lock-up and transmission cooler
- _____ Electrical: Heavy-duty triple batteries, min. 625 with isolation kit on the third battery, OEM if available, State minimum CCA you are bidding: _____
- _____ Alternator: Heavy-duty, minimum 160 amps. State minimum amp you are bidding: _____
- _____ Dual Battery, 900 CCA, 1800 CCA total.
- _____ Lighting: All turn signals, running, backup, and emergency flashers will be LED.
- _____ Headlamps: Halogen sealed beam, with daytime running lights factory installed.
- _____ Wiring: To end of frame-factory installed tow package for utility bed installation
- _____ Hydraulic power steering
- _____ Brakes: Full air breaks with Bendix heated dryer. S Cam with slack adjuster, and ABS. Must have outboard brake drums and air parking brake.
- _____ Tires: Current Year Mfg. standard to match GVWR requirements. Seven (7) tubeless radial all-season tires and wheels to match load capacity of body to be installed. Most include full size spare delivered loose.
- _____ Wheels: 22.5 x 8.25, 10 hole steel disc type BSN mount, 7 each.
- _____ Fuel Tank: Maximum single tank capacity; 50-gallon minimum step tank. State Tank size: _____ gal.

Compliance Pages

**33,000 GVWR Diesel Crew Cab for use with Long Utility Body (2 each)
(Replacement for Vehicles # 32089 and # 32095)**

**Can you comply or how do you
propose meeting specifications?**

_____ Instrumentation package oil, pressure gauge, temp gauge, AMP
meter, and engine warning light for low oil pressure or high water
temperature, light, and hour meter. OEM, if available

_____ Color - White (Mfg. standard color).

_____ Heavy duty, extra capacity radiator with high air volume fan.

_____ Cooling: Manufacturer's heaviest radiator. Antifreeze to -34
degrees at the time of delivery. Extended life coolant.

_____ Seating - Captain seats, high back reclining and adjustable, non-
air; bench seat in rear converts to load floor. Heavy-duty vinyl.

_____ Assist handles; Driver and passenger side, front and rear doors.

_____ Tinted glass.

_____ LED Self canceling turn signals with flashers, if available.

_____ I.C.C. and State clearance lights for a vehicle with a 96" wide
body,
LED required.

_____ Windshield wipers with washers, Intermittent

_____ Power Port: 2 each

_____ Fresh air heater and defroster.

_____ Mirrors: Largest Standard Manual Telescoping or Fold Type
Trailer Tow mirrors side and day/night rear including convex
auxiliary mirrors.

_____ Dual sun visors.

_____ Two frame mounted front towing shackles.

_____ Block heater

Compliance Pages

**33,000 GVWR Diesel Crew Cab for use with Long Utility Body (2 each)
(Replacement for Vehicles # 32089 and # 32095)**

Can you comply or how do you propose meeting specifications?

_____ Enclose a copy of the mfg. warranty. Must list all published and unpublished warranties and fees. State mfg warranty:

_____ Trailer Package with air brake lines and electrical connections to back of chassis with tractor protector valve. TLO AOL Holland pintle hook, 50,000 pound pull capacity. Minimum 3/4 inch plate to be used for attaching pintle for towing and is to be welded and bolted to frame. Six and seven post trailer plug to include electric brake controller, OEM if available, provided in chassis bed.

_____ Flooring: OEM Heavy duty vinyl full floor covering with 4 each heavy-duty vinyl or rubber removable floor mats.

_____ Fire Extinguisher: One 2.5 lb., ABC type, rechargeable with charge/discharge dial, shell include mobile mounting bracket, but not to be installed.

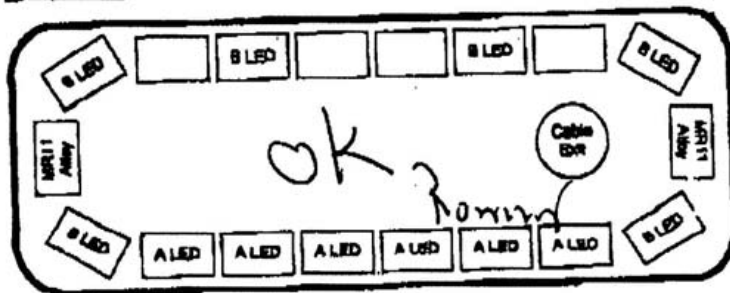
_____ Air Conditioning (OEM Factory installed in dash)

_____ AM/FM Radio (Factory installed)

_____ Light Bar (Whelen 9M268000: 49-3/4" lightbar or replacement/newer like model) All blue lens (Must be LED). Installed with a separate controller for arrow board and separate power circuit from a marine deep cycle battery with isolation kit to the light bar in from the chassis. See drawing below.

Liberty Series Light Bar Order Form/Worksheet

Configuration



Correct

Compliance Pages

**33,000 GVWR Diesel Crew Cab for use with Long Utility Body (2 each)
(Replacement for Vehicles # 32089 and # 32095)**

Can you comply or how do you propose meeting specifications?

_____ Alternator: Dual alternator 160 AMP minimum to charge the vehicle batteries and charge a marine deep cycle battery which will be mounted in the utility body to power accessories like the light bar.

_____ Keys: Eight (8) sets of keys per vehicle must be supplied

_____ Back-up Alarm: Electric 102 decibels

_____ Back-up Camera System: Vendor shall install a Pro-Vision Model TV210 rear-vision video system. System shall include a Pro-Vision Xtreme Duty Camera to be mounted in the rear center of the body to display an image of the area behind the truck. Camera shall be mounted recessed into the body such that the camera is protected from falling debris yet provide maximum field of vision. Vendor will be responsible for ensuring that a correct camera is supplied (standard or inverted) for mounting configuration such that the image is displayed correctly on the monitor. Monitor shall be a Pro-Vision model PM-1001, 5" LCD color monitor, dash mounted inside the cab with support plate inside the dash to prevent breaking out. **Roof mount and floor pedestal mount is not acceptable.** Installation shall include factory weatherproof cables and connectors routed in such a way as to prevent impact or abrasion, yet allow easy inspection and replacement.

_____ **PROVIDE MFG. LITERATURE SHOWING ALL STANDARD FEATURES FOR THE MODEL VEHICLE BEING BIDDED**

Options: State additional cost factory installed

_____ **A. Shop/Repair (PCED, Wiring) and parts Manual: Preferred Web Access with no annual subscription charges with password provided at no cost to the City without access/subscription limits or DVDs or CDs for all manuals required. If digital cannot be provided, then two complete hard copy sets for all manuals required. Check and describe what you will provide and at what cost:**

- Web Access _____
- Paper Book _____
- CD _____
- DVD _____

Compliance Pages

**33,000 GVWR Diesel Crew Cab for use with Long Utility Body (2 each)
(Replacement for Vehicles # 32089 and # 32095)**

Can you comply or how do you propose meeting specifications?

_____ **B.** Engine diagnostic software, with brochure stating all applications. Software will be compatible with diagnostic system that pertains to the engine, transmission and ABS system being bid. Software shall allow performance of diagnostic testing and programming changes to the engine, transmission, and ABS system. Will include all connectors or adapters required. Must not be "Read Only".

_____ **C.** Alternate Engine, 300 HP, 860 ft/lbs torque minimum with all other spec compliance.

_____ **D.** Maintenance and Repair Training included for operator _____ and technicians (2) _____
Explain what is available and at what cost?

Please list any additional features included in your bid not specified herein.

List other available options not included in your bid and cost of each. Include extended warranties.

Compliance Pages

**33,000 GVWR Diesel Crew Cab for use with Long Utility Body (2 each)
(Replacement for Vehicles # 32089 and # 32095)**

**Can you comply or how do you
propose meeting specifications?**

- _____ Knapheide Model 6165HC (or newer/replacement model) or equal
- _____ Front Body spring mount or equal.
- _____ Approx. 165" Long (14'), 48" high, 94 " wide-chassis and utility
body are to be compatible. State sizes: Length: _____
Height: _____
- _____ 30" floor to compartment tops, 18" deep compartments
- _____ Bed floor (Approx. 14'x 4'10") and sides (Approx. 2'6") from floor
to top and inside the tailgate along with inside bed at cab.
- _____ Compartments to have stainless steel or material approved by
Fleet; "T" handle, 3-point latches. State material: _____
- _____ 12" x 58" tailgate
- _____ 3/16" treadplate floor, all structural steel understructure
- _____ 3/16" plate on bottom of selves inside compartments, rated at 250
pounds per shelf
- _____ Continuous, closed cell automotive bulb type door seal
- _____ Spring loaded over center door retainers on vertical door, cable
supports on horizontal doors
- _____ 14 gauge galvaneal body shell
- _____ Ziebart undercoating
- _____ White compartment interior
- _____ Two heavy duty rear steps (one on each side) with grab handles.
- _____ B-50 lashing rings
- _____ Recessed rear truck lights, license plate light on left hand rear
panel-to be LED

Compliance Pages

**33,000 GVWR Diesel Crew Cab for use with Long Utility Body (2 each)
(Replacement for Vehicles # 32089 and # 32095)**

Can you comply or how do you propose meeting specifications?

- _____ Lights inside each compartment with individual switch control on light and master switch on dash
- _____ Clearance lights, bolt on reflectors, anti sail mud flaps
- _____ One step locking bar on tool bins (master lock system)
- _____ Painted to match the truck cab
- _____ Eleven (11) sets of keys to bed
- _____ Two (2) shelves over wheel
- _____ Pull down doors over wheel
- _____ LED lights and signals: All
- _____ 30-Ton Forged Swivel-Type Pintle Hook, forged alloy steel heavy-duty swivel-type pintle hook rated at 60,000 lbs. (GTW) capacity, (12,000 lbs. maximum vertical load). Swivel action provides torsional relief of the coupling. Must have minimum 3/4 inch plate for pintle hook attachment and it must be welded and bolted to frame. D-rings to be installed for safety chains.
- _____ Bid price must include installation on cab/chassis

Options: State additional cost factory installed

- _____ **A.** Coated spray-in bed liner in utility bed, black in color

Please list any additional features included in your bid not specified herein.

List other available options not included in your bid and cost of each. Include extended warranties.

Pricing Pages

Item	Qty.	Description	Unit Price	Total Price
1	2 ea	33,000 GVWR Crew Cab for use with Long Utility Body Year _____ Make _____ Model _____ Model Number _____ Delivery Date ARO _____ Warranty: Parts _____ Labor _____ Did you include Mfg. Literature? Yes <input type="checkbox"/> No <input type="checkbox"/> <p style="text-align: center;"><u>Optional Equipment:</u></p>	_____	_____
1A	1 ea	Shop Manuals	_____	
1B	1 ea	Diagnostic Software	_____	
1C	2 ea	Alternate Engine, 300 HP, 860 ft/lbs torque minimum	_____	
1D	1 set	Training Costs, if any – Operator _____ Technician _____	_____	
2	2 ea	Long Utility Body for use with Item 1 Crew Cab Year _____ Make _____ Model _____ Model Number _____ Delivery Date ARO _____ Warranty: Parts _____ Labor _____ Did you include Mfg. Literature? Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
2A	2 ea.	Coated spray-in bed liner in utility bed, black in color	_____	_____

SUMMARY RESPONSE PAGE for ITB 198D-09F

COMPLETE LEGAL NAME of firm submitting bid:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

GRAND TOTAL of bid from Bid Pricing Pages \$ _____

Authorized Signature _____ **Date** _____

Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is not delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ **Title** _____

ARE YOU BIDDING as a _____ **Corporation** _____ **Non-Profit Corporation**
_____ **Limited Liability Company** _____ **Partnership**
_____ **Individual or Sole Proprietor**

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ **Black** _____ **Hispanic** _____ **Asia-India** _____ **Asia-Pacific**
_____ **Native American** _____ **Woman-Owned** _____ **Certification #** _____

PAYMENT TERMS: Normal payment terms are 2%/30 days. If offering other terms/discount, please specify _____. Discount will be considered in award.

PAYMENT PREFERENCE: Check all that apply:
_____ **EBT (electronic bank transfer)** _____ **Check** _____ **Credit card**

COOPERATIVE PURCHASES: Should other governmental entities decide to participate in this contract, would you agree that all terms, conditions, specifications and pricing would apply? Yes _____ No _____. If other governmental entities choose to participate, each entity will place its own order and be responsible for its own payments.

REFERENCES: This solicitation requires references. Please attach to this page a list of three references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, and any other pertinent information to help the City of Irving verify the quality of goods or services your firm provides.



STANDARD TERMS AND CONDITIONS

Attachment A-1 (rev. 12/31/08)

1. Application

These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications.

2. Requirements

By submitting a bid or proposal, the respondent agrees to provide the City of Irving with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

3. Legal Compliance

Bidder or proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

7. Late Bids

Bids must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

8. Conditional Bids
The City will not accept conditional bids which qualify the bidder's response in any way.
9. Minor Irregularities
The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.
10. Responsiveness of Bids
The City wants to receive competitive bids, but will declare "non-responsive" bids that fail to meet significant requirements outlined in the solicitation documents.
11. Discrepancies and Errors
In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.
12. Identical Bids
In the event two or more identical bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.
13. Reciprocal Local Preference
Some states provide a preference for vendors within their borders and add percentages to bids received from outside states. Where this happens, the state of Texas responds in like manner by applying the same percentage to bids received from vendors who are not from Texas. This applies to the purchase of materials, supplies, equipment and services.
14. Withdrawal of Bids
Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the City's purchasing manager. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension
15. Disqualification of Bidder
The City may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder's default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid; Bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with City; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.
16. Cost of Bid
The cost of submitting bids shall be borne by the bidders, and the City will not be liable for any costs incurred by a bidder responding to this solicitation.
17. Inclusive Pricing
Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price unless requested by the City on the bid response sheet.

18. Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the City may mutually agree to extend the firm price period.

19. Delivery Terms

Unless otherwise stated in the specifications, all goods delivered through this solicitation shall be FOB City of Irving specified delivery address or site.

20. Transportation Charges

Bidder shall be responsible for all charges which relate to the delivery of goods to the City's specified receiving point, and for shipping or transportation charges for returning to bidder any goods rejected as non-conforming to the specifications.

21. Delivery and Acceptance

The City will receive only those goods as authorized by City purchase order. Bidder must obtain City employee signature upon delivery. Bidder warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

22. Failure to Deliver

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

23. MSDS

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

24. Taxpayer Identification

Bidders must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

25. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

26. Payment

Payment will be made after receipt of all invoiced goods. Bidder will be paid within thirty days of date invoice is received or date goods are received, which is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Bidder is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

27. Outstanding Liabilities

Bidders shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

28. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

29. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful bidder as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the City.

30. New Products

The City will accept only new products, such products having not been used or owned by any entity, company or individual except the manufacturer and the manufacturer's distributors. Used or reconditioned products will not be accepted unless specifically requested in the accompanying solicitation.

31. Warranties

Bidder warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship, and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective or nonconforming to the City's specifications, the bidder will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional, except it shall not apply to damage caused by clear abuse or misuse by the City. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

32. Governing Law

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the laws and court decisions of the State of Texas.

33. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

34. Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, with the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the bidder's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

35. Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the City's purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days notice. In any cancellation of contract, the City will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

36. Indemnification

Bidder shall defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

37. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

38. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

39. Solicitation Results

The City normally posts solicitation results on-line by the end of the next business day after bids are received. The City's Web site is www.cityofirving.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

40. Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.



GENERAL INSTRUCTIONS TO BIDDERS

Attachment B-1 (rev. 12/31/08)

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.cityofirving.org. The City of Irving does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City. The City may charge for plans and drawings for construction solicitations.

2. Submission of Bids/Late Bids

Bid pricing must be in US dollars and cents, unless a "percentage off" is requested. Bidders are to provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. Bids are to be submitted in a sealed envelope or package and labeled with the bidder's name and the solicitation name & number. All bids must be submitted to the City of Irving Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the bidder's responsibility to ensure that bids are delivered/received by the specified time. Late bids will not be accepted and will be returned unopened.

3. Legal Name of Bidder

In completing the Summary Response Page, the bidder must list the legal name of the bidder's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the bidder (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the bidder's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices bid and terms stated.

5. Altered Bids

Any alterations, erasures or strikethroughs made by the bidder prior to submission of the bids must be initialed by the bidder to guarantee authenticity.

6. Cooperative Purchase

Bidders are given an opportunity on the Summary Response Page to indicate their willingness to allow other public entities to use the bid response as a basis for a contract with their entity, in lieu of competitive bidding. This provision is in compliance with Local Government Code 271.102.

7. Payment Terms, Discount & Type of Payment

Bidder should state payment terms on the Summary Response Page. If the bidder fails to indicate payment terms, the City will use the default of 2%/30 days. The bidder may also express the method(s) in which he or she wishes to receive payment.

8. **References**
When references are requested, the Summary Response Page will indicate how many references and will state what other conditions may apply to the references. Bidder will attach a separate page with the requested references.
9. **Conflict of Interest**
Bidders should review the instructions on conflict of interest (Attachment C-1). Bidders are to complete and submit the Conflict of Interest form (Attachment C-2), when a conflict of interest exists.
10. **Environmental Stewardship**
Bidders are encouraged to review the City's commitment to the environment (Attachment E-1). Bidders are to complete and submit the Environmental Stewardship form (Attachment E-2).
11. **Good Faith Effort**
Bidders are encouraged to review information on the City's Good Faith Effort program (Attachment G-1). Bidders are to complete and submit the Good Faith Effort Affidavit (Attachment G-2). Recommended bidder(s) will be required to complete the additional GFE forms as part of the award process.
12. **Addendums**
It is the bidder's responsibility to alter his bid response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that bidders receive notice of addendums, but the ultimate responsibility rests with the bidder.
13. **Exceptions**
If a bidder takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the bid due date or within 24 hours of a pre-bid meeting, whichever is earlier. Approved exceptions will be included in an addendum and posted on the Purchasing Solicitation page of the City's Web site.
14. **Checklist**
A Bidder's Checklist (Attachment B-3) is included with the solicitation package. The checklist is an aid to the bidder in knowing which documents to submit.
15. **Hot Line**
Vendors may call 888-223-9524 to anonymously report instances of fraud, waste or abuse. Please provide as many details as possible.



SPECIAL INSTRUCTIONS TO BIDDERS
Attachment B-2 (rev. 12/31/08)

1. Bidding Process/Contact Information

The City of Irving is aware of the time and effort bidders spend in preparing and submitting bids. We will work with you to make the process as easy as possible. If you have questions or concerns about the bidding process, please contact:

Darlene Rush, Senior Purchasing Agent
drush@cityofirving.org
972.721.3752

2. Method of Award

Award will be made in its entirety to the lowest responsive, responsible bidder. Bidders must complete all lines to be considered for award. Awards totaling \$25,000 or more will be made by the Irving City Council.

3. Public Bid Opening

A public bid opening will be held at 3:00 p.m. on July 9, 2009, in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060.

4. Texas Motor Vehicle Board License

All bidders are required to be in compliance with the State of Texas Administrative Codes, sections 2301.251 and 2301.252 of the Texas Occupations Code and 503.021 of the Texas Transportation Code provide that a person may not engage in business as a dealer without a license issued by the Texas Motor Vehicle Board and required to have a physical location in the State of Texas.



CHECKLIST FOR BIDDERS
(ALL REQUIRED DOCUMENTS SHOULD BE TURNED IN WITH THE BID)
Attachment B-3 (rev. 12/31/08)

Documents to be submitted in response to this Invitation to Bid (ITB)

- _____ **BID COMPLIANCE PAGES:** All lines completed.
- _____ **BID PRICING PAGES:** All lines completed.
- _____ **BID RESPONSE:** Completed Summary Response Page
- _____ **DUE DATE** (Bid must be received & stamped in Purchasing no later than 3:00 pm on July 9, 2009)
- _____ **TEXAS DEPT OF TRANSPORTATION LICENCE** (Attachment I-1)

Bids failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

- _____ **TWO ADDITIONAL DUPLICATE COPIES OF BID**
- _____ **GOOD FAITH EFFORT AFFIDAVIT** (Attachment F-2)
- _____ **ENVIRONMENTAL STEWARDSHIP** (Attachment E-2)
- _____ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment C-2)



**INSTRUCTIONS for
CONFLICT OF INTEREST QUESTIONNAIRE**
Attachment C-1 (rev. 12/31/08)

1. If you have a conflict of interest in doing business with the City of Irving, use Attachment C-2, Conflict of Interest questionnaire. Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete Attachment C-2, Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Irving, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #6.
4. To view a listing of conflict of interest forms filed with the City of Irving, please click
<http://cityofirving.org/city-secretary/conflict-of-interest/conflict-of-interest-forms.html>
5. Listings of City elected officials and local government officers may be found on the City's Web site: www.cityofirving.org.
6. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

Attachment C-2

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
Date Received		
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

**NO INSURANCE
REQUIREMENTS
FOR THIS ITB**

Attachment D-9 (rev. 12/31/08)



ENVIRONMENTAL COMMITMENT & COMPLIANCE

Attachment E-1 (rev. 12/31/08)

Because the City of Irving is committed to protecting the environment and becoming a successful environmentally sustainable community, it is essential that environmental considerations be a part of all City activities and operations. This commitment is demonstrated through;

- Compliance
- Environmental Sustainability
- Continued Improvement
- Pollution Prevention

As a contactor/vendor/consultant for the City of Irving your environmental performance is critical in meeting the City's commitment to protect the environment and comply with all environmental laws and regulations.

There are many laws and regulations relating to the protection of the environment. In these laws, all persons share responsibility for the environment. It is your responsibility as a contractor to know which laws, regulations, approvals or permits relate to the work you are doing for the City of Irving. It is also your responsibility as a contractor to comply with all applicable laws and ensure all requirements imposed by these laws are met

The City of Irving has a commitment to being good stewards of the environment. We expect your commitment, as a City contractor/vendor/consultant, to the same goal.



ENVIRONMENTAL STEWARDSHIP
Attachment E-2 (rev. 12/31/08)

Recognizing the importance of exercising positive environmental stewardship, The City of Irving is pro-active in encouraging environmentally-sound practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental requirements.

Check any of the following which apply to your business operation, and list details:

_____ **Recycling** _____

_____ **Energy Efficiency Practices** _____

_____ **Environmentally Preferred** _____

_____ **Water/Energy Conservation** _____

_____ **Air Quality/Emissions** _____

_____ **Disposal Practices** _____

_____ **Other Environmentally Friendly Practices** _____

Bidder _____

ITB 198D-09F

Date _____



GOOD FAITH EFFORT PROGRAM OVERVIEW

Attachment F-1 (rev. 12/31/08)

All bid documents and proposal packages must include the signed GFE affidavit affirming the bidder/proposer's intent to comply with the City's Good Faith Effort program. Unless otherwise indicated in the ITB or RFP documents, no other GFE documentation will be required at time of bid or submission. Upon notification of intent to recommend award of contract, the apparent low bidder/most advantageous proposer has up to five (5) business days to submit the appropriate GFE forms to the City's M/WBE Program Administrator. Required GFE forms must be submitted prior to award by City Council.

The GFE forms are:

- **GFE-1** Good Faith Effort Affidavit (included as Attachment F-2)
- **GFE-2** Schedule of M/WBE Participation
- **GFE-3** Good Faith Effort Log
- **GFE-4** Intent to Perform as a Sub-Contractor
- **GFE-5** Payment Report

NOTE: Forms GFE-2 thru GFE-5 are available on the City's Web site in the Purchasing section, under "Forms."

1. All bidders or proposers must submit form **GFE-1**, Good Faith Effort Affidavit.
2. Prime contractors who are tentatively recommended for award and who will meet or exceed the GFE goal must submit the following additional forms:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
3. Prime contractors who are tentatively recommended for award and who will NOT meet or exceed the GFE goal must submit the following form:
 - GFE-3** Good Faith Effort LogIn addition, if the contractor has partial participation toward the goal, the following forms are also submitted:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
4. The awarded contractor will submit the following form monthly to verify that the sub-contracting work is being done as agree upon:
 - GFE-5** Payment Report

For any GFE communication: Call 972-721-3753 or 972-721-2631



GOOD FAITH EFFORT AFFIDAVIT
Attachment F-2 (rev. 12/31/08)

On January 11, 2007, the Irving City Council adopted a policy to equitably and conscientiously include Minority- and Women-owned Business Enterprises (M/WBE's) in the City procurement process for all basic goods, services, professional services, and construction solicitations. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Irving has implemented the Good Faith Effort (GFE) Program.

M/WBE Participation Goals

The GFE Plan establishes subcontracting goals for all prospective bidders, proposers, and submitters to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Irving that a certain percentage of work under each contract be executed by one or more M/WBEs.

The following M/WBE participation goals have been established without consideration for a specific ethnicity or gender:

<u>Construction</u> 30.00%	<u>Architectural & Engineering</u> 28.00%	<u>Other Services</u> 33.00%	<u>Professional Services</u> 20.00%	<u>Goods</u> 10.00%
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The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" proposer or bidder.

By signing below, I agree to provide the City of Irving with a completed copy of all forms required by Good Faith Effort Program. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid or proposal may be deemed "non-responsive" and I may be denied award of the contract.

ITB 198D-09F

 Typed or Printed Name of Certifying Official of Company

 Date

 Signature of Certifying Official of Company

 Title

Form GFE-1

**NO BONDING
REQUIREMENTS
FOR THIS ITB**

Attachment G-9 (rev. 12/31/08)

**NO CONTRACT
REQUIRED
FOR THIS ITB**

Attachment H-9

Texas Department of Transportation Licenses

Attachment I-1 (rev. 3-9-09)

License Number for Manufacturers, Converters, Distributors, Representatives and Franchised Dealers of Motor Vehicles, Complete, or in Cab Chassis Form or Trailers (To be Completed, Signed, and Returned with Response.)

Pursuant to the Texas Department of Transportation opinion relative to Texas Motor Vehicle Commission Code, Article 4413(36), it is unlawful to sell or offer to sell or offer to sell motor vehicles, complete or in Cab Chassis form or trailers to a municipality unless the Manufacturer, Converter, Distributor, Representative and Franchised Dealer has been licensed by the Texas Department of Transportation to sell motor vehicles, complete or in Cab Chassis form, or trailers. To be sure the bidder is in compliance, please provide the following information as appropriate for each bid:

1. Name of Manufacturer and Texas Department of Transportation License Number of Manufacturer:

2. Name of Converter and Texas Department of Transportation License Number of Converter:

3. Name of Distributor and Texas Department of Transportation License Number of Distributor:

4. Name of Representatives and Texas Department of Transportation License Number of Representative:

5. Name of Franchised Dealer and Texas Department of Transportation License Number of Dealer:

Bidders may obtain license number information from the Texas Department of Transportation, Motor Vehicle Division, by telephoning 512.416.4800 or 1.877.366.8887.

All bidders are required to be in compliance with the State of Texas Administrative Codes, sections 2301.251 and 2301.252 of the Texas Occupations Code and 503.021 of the Texas Transportation Code provide that a person may not engage in business as a dealer without a license issued by the Texas Motor Vehicle Board and required to have a physical location in the State of Texas.

ITB 198D-09F Bidder _____