Solicitation Number: CSP 23-032  
Purchase of Various Types of Vehicles  

<table>
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<tr>
<th>Invitation for Bid (IFB)</th>
<th>Competitive Sealed Proposal (CSP)</th>
<th>Date Issued</th>
<th>May 24, 2023</th>
</tr>
</thead>
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**SOLICITATION**

Questions may be submitted until close of day June 8, 5:00 P.M. (Central Time)

Proposers must submit sealed Proposals containing a signed original, 3 hard copies, and one electronic format (USB/CD).

Proposals will be received at the New Braunfels City Hall at the address shown above until: **3:00 p.m. (CST), June 15, 2023**

Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

Greg Gutierrez, Buyer  
Email: ggutierrez@newbraunfels.gov  
Phone: (830) 221-4398  
Fax: (830) 608-2112

5% Proposal Bond Required:  ☑ YES  ☑ NO  
(If YES, refer to information in Section 5.)

100% Payment Bond Required:  ☑ YES  ☑ NO  
(If YES, refer to information in Section 5.)

100% Performance Bond Required:  ☑ YES  ☑ NO  
(If YES, refer to information in Section 5.)

**OFFER**

(This portion must be fully completed by Proposer.)

In compliance with the above, the undersigned offers and agrees to furnish any or all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.  
SIGNATURE IS MANDATORY; **MANUALLY SIGN** ORIGINAL DOCUMENT AND ALL REQUESTED COPIES SUBMITTED.

1) **Proposer’s State of Residence:** __________________________

2) **Prompt Payment Terms:** __% Discount if paid within _______ days.

3) **INTERLOCAL AGREEMENT (City/State Participation Program).** In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the City contract by executing an interlocal agreement with the City of New Braunfels to do so. Do you agree to extend your pricing if utilized?  ☑ YES  ☑ NO

Name and Title of Person Authorized to Sign Offer:

Name and Address of Proposer:

E-Mail Address:

Phone Number:

Fax Number:

Signature: __________________________  Date: __________________________

Name, Address and Telephone Number of Person authorized to conduct negotiations on behalf of Proposer. (Applies to Request for Proposal only)
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<th>SECTION</th>
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SECTION 3 – STANDARD TERMS AND CONDITIONS

03.01 CONTRACT TERM

The contract term will from date of Award, through August 31, 2024, with two (2) additional one (1) year options to renew subject to the satisfactory negotiation of terms (including a price acceptance to both the City of New Braunfels and the selected Contractors), and the annual availability of budgeted appropriations.

03.02 OPTION TO RENEW

This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. The renewal option, if exercised, shall be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than ninety (90) calendar days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement of both parties. Refusal by either party to exercise this Option to Extend shall result in this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years from the date of award.

03.03 CHANGES

The City of New Braunfels may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the City in accordance with the drawings, designs, or specifications.

(b) Method of shipment or packing.

(c) Place of delivery.

(d) Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the City Purchasing Manager shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "Proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the City Purchasing Manager decides that the facts justify it, the City Purchasing Manager may receive and act upon a Proposal submitted before final payment of the contract. If the Contractor's Proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
03.04 PAYMENT AND INVOICE

(a) PAYMENTS shall be made by check or warrant by City upon satisfactory delivery and acceptance of items and submission of INVOICE to the address below for orders placed by the City Buyer, or as indicated on Delivery Orders placed by other authorized agencies.

CITY OF NEW BRAUNFELS
ACCOUNTS PAYABLE
550 LANDA STREET
NEW BRAUNFELS, TEXAS  78130
Phone No: (830) 221-4380

(b) PROMPT PAYMENT ACT applies (69th Legislative Reg Session, Ch 82 and Ch 614 Para 2) which provides that payments be made within 30 calendar days. It provides a 12% interest penalty added at time of payment for late payments. Penalty does not apply if Federal Grant, Contract, Regulation, or statute prevents timely payments with federal funds. Vendors must pay their suppliers the same 12% interest on bills that miss the deadlines. Subcontractors must pay suppliers within 10 calendar days after payment is received by the Subcontractor. Vendors must apply for interest payments if they believe interest was due but not paid. For computing the period before penalty accrues, count the day after either of the following, whichever is later – satisfactory and acceptable delivery or performance has been completed, or correct and proper invoice is received at the designated place. City has 21 days in which to notify vendor of erroneous invoice or shipment/services. Disputes will be decided at an administrative hearing or in a court of jurisdiction. The prevailing side may collect interest and reasonable attorney's fees. Payments are deemed made on payment postmark date or date of electronic transmission. Partial payments will not be made unless specifically authorized in the contract.

(c) ASSIGN PAYMENT In a contract award exceeding Five Thousand Dollars ($5,000.00), you may assign payment to a bank, trust company or other financing institution, including any Federal lending agency by prior written approval and authorization from City Manager or designee through the City’s Purchasing Representative. Payment by City can be made only to one party. Assignments that do not conform to these terms will not be recognized. A fee of $100 will be charged, made payable to City, for administrative costs; then modification to the contract will reflect the payee change.

(d) NOVATION/NAME CHANGE If you change your name or ownership (NOVATION), notify the City’s Purchasing Representative immediately. The change must be approved by the City Council before any change can be recognized in the contract. A fee of $100.00 per contract, made payable to City, for administrative costs is required; then the contract will be modified to reflect the change.

03.05 F.O.B. DESTINATION Title and risk of loss of the goods will not pass to City until receipt and acceptance takes place at the F.O.B. point. Contractor will be responsible to deliver to the destination(s) shown in the schedule (or in more detail in resultant orders), unload, remove any debris caused by the Contractor at final destination at Contractor’s expense, as applicable.

03.06 NO CITY OFFICER, EMPLOYEE OR ELECTED OFFICIAL SHALL BENEFIT from this contract. They may not hold a share or interest in its proceeds. If the award is to a corporation, however, the provision does not apply to minority stockholders of publicly traded corporations.

03.07 NO GRATUITIES (in the form of entertainment, gifts, or otherwise) may be offered or given by the Proposer or Awardee or any of their agents or representatives, to any City officer or employee for the purpose of securing a contract or securing favorable treatment in the award or amendment of a contract, or to
determinations concerning performance of the contract. Violation is cause for termination of the contract by written notice by the City, followed by an opportunity for a hearing. The facts of the City Council findings can be an issue for review by any competent court. Contractual remedies that apply to BREACH of contract apply if terminated under this provision. A penalty of exemplary damages, in an amount determined by City Council of not less than three nor more than ten times the cost incurred by the violator in providing any gratuity, in addition to any other damages to which City is entitled by law, is recoverable.

03.08 **FORCE MAJEURE** Neither party can be held responsible for losses of any kind as a result of causes not within their control, if reasonable diligence has been exercised to prevent the loss or delay.

03.09 **PROTESTS, DISPUTES AND APPEALS** A contract may not be awarded to a Proposer who is not the best value Proposer meeting specifications unless, before the award, each lower Proposer is given notice of the proposed award and is given an opportunity to appear before City Council and present evidence concerning their responsibility.

(i) Protest before award must be submitted in writing to the City’s Purchasing Representative and shall be heard by City Council prior to award.

(ii) Protests after award must be submitted in writing to the City’s Purchasing Representative within ten (10) calendar days after notification of such award. The City’s representative routinely will forward a written reply to the protestant within ten calendar days from receipt thereof. If the protestant is not satisfied with the reply of the City’s Purchasing Representative, the protestant may appeal the decision within ten (10) calendar days after receipt thereof, to the City’s Purchasing representative outlining in detail the exact point(s) of disagreement. Should the matter not be resolved to the satisfaction of the Proposer/Contractor, the appeal will be submitted to City Council. The appellant shall then have the right to be heard in open court by City Council.

(iii) The City Finance Department, Purchasing Division shall act as an official City representative in the issuance and administration of this contract, and may issue and receive all documents, notices, and correspondence. Such documents, notices, and correspondence not issued by or received by the City Finance Department, Purchasing Division, shall be null and void.

(iv) The decision of City Council shall be final and conclusive, and shall be binding on all parties concerned, appealable in a court of competent jurisdiction in this City, and in accordance with the laws of the State of Texas.

03.10 **TERMINATION CLAUSES**

Terminate for Cause: Pertaining to contract-related issues, it is the responsibility of both the City of New Braunfels and the awarded Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the City or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and associated corrective action. The other party will, within 10 days, respond in writing to the other party. If conditions warrant, the City will retain the right to require the Contractor to respond in a shorter period of time. Failure to take corrective action or failure to provide a written reply within the prescribed 10 days may constitute a default of contract.

Prior to termination, the City may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially incur termination. The City will maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor will have 10 days to
dispute or protest, in writing, such action; if Contractor does not do so within the 10-day period, Contractor will have no recourse but to accept and agree with the City’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the City’s alleged incorrect action(s).

If the Contractor is in material breach of the contract, the City may promptly terminate the contract in whole or in part. Such termination must be delivered to the Contractor in writing and will fully detail all pertinent issues pertaining to the cause of and justification for the termination. The termination will be effective upon the date set forth in the notice and will not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

After termination, if the Contractor does not agree with the City’s justification for the termination, the Contractor will have 10 days to dispute, in writing, such action; if Contractor does not do so within the 10-day period, Contractor will have no recourse but to accept and agree with the City’s position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the City’s alleged incorrect action(s). Termination by City may be directed by City Director(s), without further action by City Council. However, if necessary, City Council may take whatever action as its interest may appear, resulting from such notice.

City reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract and may contract with another party with or without solicitation of Proposals or further negotiations. As a minimum, Contractor may be required to pay any difference in the cost of securing the products or services covered by this contract or compensate for any loss to City should it become necessary to contract with another source because of default, plus reasonable administrative costs and attorney's fees.

Public Interest to Terminate: If it is in the PUBLIC INTEREST TO TERMINATE the contract, the City Council reserves the right to do so. If terminated for the public good, all costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the contract prior to termination will be paid. Costs are excluded which are recoverable in the normal course of business or which can be mitigated through the sale of supplies or inventories. In the event City pays for supplies or materials, they will become the property of CITY and will be delivered to the F.O.B. point shown in the contract, or as designated by the City Finance Department, Purchasing division. No anticipated profits are payable.

03.11 CONTRACT CONSTRUCTION

(i) Provisions Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with Government Code 311.001 et seq Code Construction Act. Wherever “City” is used herein, it is understood to mean "New Braunfels, Texas".

(ii) In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving PRECEDENCE in the following order: (a) the Schedule of Items/Services and Specifications; (b) Special Provisions; (c) General Provisions; (d) Terms and Conditions of Request for Proposal/Invitation for Proposal; (e) other provisions, whether incorporated by reference or otherwise.

(iii) The written contract is the SOLE AGREEMENT between the parties and supersedes any prior understanding or written or oral agreement on the subject matter.

(iv) No provision of the contract shall be deemed waived, amended, or MODIFIED unless such change is IN WRITING AND SIGNED by both parties.

(v) Terms addressed in the solicitation apply to the contract, as well.

03.13 BONDS: (NOT APPLICABLE TO THIS CONTRACT)

03.13.01 When applicable, Proposals shall be accompanied by a Proposal guaranty in an amount of not
less than five percent (5%) of the total proposal. If the total Proposal amount is $100,000 or less, Proposer has the option of providing a cashier's or certified check, made payable to City of New Braunfels, or a Proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owner. If the total Proposal amount exceeds $100,000, the only acceptable Proposal guaranty will be a Proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owner.

03.13.02 Proposal guaranty accompanying the Proposal of the apparent low Proposer will be retained until Contract is awarded and successful Proposer executes Contract and furnishes required bonds and insurance, after which Proposal guaranty will be returned to the Proposer. Proposal guaranty accompanying the second lowest Proposer will be retained until Contract is awarded. All other Proposal guaranties will be returned after Proposal certification.

03.13.03 When applicable, the required payment Bond must be delivered to Owner not later than 10 days after Notice of Award.

03.13.04 When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors’ obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by Owner pursuant to applicable law.

03.14 INSURANCE AND LIABILITY COVERAGE

During the period of this contract, Contractor will maintain at his expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold City of New Braunfels harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor will:

i. Name City of New Braunfels as additional insured/or an insured, as its interests may appear.
ii. Provide City of New Braunfels a waiver of subrogation. Contractor’s workers’ compensation, employers’ liability, commercial automobile liability, CGL, excess liability, professional liability, and builder’s risk insurance policies will be endorsed to waive all rights of subrogation in favor of the Owner Group. With respect to all such policies, Contractor waives any and all rights of recovery or subrogation against the Owner Group.
iii. Provide City of New Braunfels with a thirty (30) day advance written notice of cancellation or material change to said insurance.
iv. Provide a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award to the City’s Finance department, Purchasing Representative noted on Page 1 of this contract.
v. Submit a certificate of insurance reflecting coverage as follows:
   a. Automobile Liability
      Bodily Injury (Each Person) - $ 250,000.00
      Bodily Injury (Each Accident) - $ 500,000.00
      Property Damage - $ 100,000.00
   b. General Liability (Including Contractual Liability)
      Bodily Injury - $ 500,000.00
      Property Damage - $ 100,000.00
   c. Excess Liability
      Umbrella Form - $1,000,000.00
   d. Worker's Compensation - Statutory
Approval by the City shall not constitute nor be deemed a release of the responsibility and liability of the contractor, its employees, subcontractors, agents and consultants for the accuracy and competency of their supplies, equipment, or services provided hereunder; nor shall such approval be deemed to be an assumption of such responsibility by City of New Braunfels for any defect, error or omission in the supplies, equipment, or services provided by the contractor, its employees, subcontractors, agents and consultants. Contractor shall indemnify, hold harmless and defend City of New Braunfels, their officers, agents and employees from any loss, damage, liability or expense, including reasonable attorney’s fees, on account of damage to property and injuries, including death, to all persons, including employees of the contractor or any of its consultants, which may arise from any negligent act, error or omission, on the part of the contractor, its employees, agents, and consultants, pursuant to this contract.

03.15 ERRORS AND OMISSIONS

To the fullest extent permitted by Laws and Regulations, Contractor will indemnify, hold harmless and defend City of New Braunfels, their officers, agents and employees from any loss, damage, liability or expense, including reasonable attorney’s fees, on account of damage to property and injuries, including death, to all persons, including employees of the Contractor or any of its consultants, which may arise from any negligent act, error or omission, on the part of the Contractor, its employees, agents, and consultants, pursuant to this contract.

03.16 INDEMNITY AGAINST LOSS

The City does not assume any liability to third persons, nor will the City reimburse the Contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and Contractor further agrees to provide the defense for, and indemnify and hold harmless City from any and all claims, suits, causes of action, and liability, arising in connection with this contract.

03.17 SAFEGUARDING OF INFORMATION AND DATA

The Contractor shall safeguard all information and data provided by the City. Further, Contractor shall not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City Buyer, with appropriate remuneration to the City.

03.18 CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

In accordance with Chapter 176 of the Texas Local Government Code, “Disclosure of Certain Relationships with Local Government Officers,” persons, or their agents who seek to do business with the City, will file a Conflict of Interest Questionnaire (Form CIQ) with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

Form CIQ is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

a. Beginning of discussions or negotiations to enter into a contract with the City; or
b. Submission of an application, response to a request for Proposals or bids, correspondence or other writing related to a potential agreement with the City.

If requested in the solicitation document, all Proposers are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their Proposal in addition to submitting a completed Form CIQ to the City Secretary’s Office located at 550 Landa Street; New Braunfels, Texas 78130.

By law, Form CIQ must be filed with the City Secretary no later than the 7th business day after the date the
The vendor becomes aware of facts that require the statement to be filed as per Section 176.006(a-1). A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

03.19 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission (TEC) found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Certificate of Interested Parties (Form 1295) to the City before the City may enter into a contract with that business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Standard Filing Process: Form 1295 is accessible at, and must be completed online, at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A business entity must enter the required information as directed on Form 1295 and then print a copy of the completed form after it has been submitted online. It is important to note that the information that is required in ‘Certification Number’ and ‘Date Filed’ fields in the ‘Certification of Filing’ box on the form will not be generated until the form has been submitted, not saved. An authorized agent of the business entity must then complete the information required in the “Unsworn Declaration” field of the form and sign the printed copy of the form, containing the TEC system-generated Certification Number and filing date. The completed and signed Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract; the governmental body or state agency will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website.

Solicitation Document: If a completed Form 1295 is requested in a solicitation document issued by the City, Proposer will reference the City’s solicitation number in Box 3 of the form as a contract number is not generated until the award of a contract by City Council. Proposers must submit the original signed form with their response to the solicitation. The City will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website after the contract has been awarded.

03.20 PRE-AWARD SURVEY

After CSP 19-016 closing and prior to award, City reserves the right to make a pre-award survey of any or all Proposer’s facilities and equipment to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection with two (2) days advance notice. Failure to allow such an inspection is cause for rejection of Proposals as non-responsive. City reserves the right to reject facilities or equipment as a result of this survey. In addition, Proposer’s reputation relating to quality of performance may also be used for purposes of evaluating Proposer’s suitability for award of this solicitation. Additionally, you may be required to make appropriate financial data available for review. An acceptable review would result in the data being returned. Should the data be the basis for a determination of non-responsibility, then the data would be presented to City Council and filed for record.
SECTION 4 – INSTRUCTIONS FOR RESPONSE

04.01 PROPOSAL/CONTRACT SCHEDULE

<table>
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<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 8, 2023</td>
<td>Deadline for questions and requests for clarification</td>
</tr>
<tr>
<td>June 15, 2023</td>
<td>Proposal Submittal Deadline</td>
</tr>
<tr>
<td>June/July, 2023</td>
<td>City Council considers award of contract</td>
</tr>
</tbody>
</table>

04.02 AVAILABLE DOCUMENTS

Proposals are due June 15, 2023 at 3:00 p.m. (CST) at the City of New Braunfels, City Secretary’s Office ATTN: Purchasing, 550 Landa Street, New Braunfels, Texas 78130. Proposal documents may be obtained from:
- the City’s Purchasing Representative at the New Braunfels City Hall
- the BidNet Direct website: [http://www.bidnetdirect.com/texas](http://www.bidnetdirect.com/texas)
- the City of New Braunfels’ website: [http://nbtexas.org/DocumentCenter/Home/Index/139](http://nbtexas.org/DocumentCenter/Home/Index/139)

04.03 SUBMISSION OF PROPOSAL

Companies responding to the solicitation must follow the instructions below.

The following items request information that the Evaluation Committee will utilize to evaluate the Proposal. Failure to provide any of the information below may result in a Proposal being deemed non-responsive and therefore not considered in the selection process.

To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that Proposals be submitted with one original master (marked ‘original’), three copies, and one electronic copy on USB or CD.

Each Proposal should be completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, shall include the following in one envelope/package:

1. **Solicitation and Offer Form**: Proposer must complete and sign this form located on Page 1.
2. **Acknowledgment of Addenda**, if applicable.
3. **Cover Letter**: Name and address of the Proposer, as well as a brief description of the dealership and its history.
4. **Cost Proposal Form** (Section 6)
5. **Questions and Qualifications** (Section 7)
6. **Copy of Franchise Motor Vehicle Dealer Certificate from Texas Dept of Motor Vehicles**
7. **Dealer’s Manufacturer Authorization Letter(s)**
8. **Certificate of Insurance**: One copy completed and signed (Section 03.16).
9. **Certificate of Interested Parties - Form 1295** (Section 04.12)
10. **Conflict of Interest Form** (Section 03.18)

Each Proposal should be completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity, shall include the following in one envelope or package:

Proposal identified on outside as a Proposal to Owner, with Proposer’s name and address, and solicitation name. Failure to submit Proposal in this manner may subject Proposer to disqualification.
Proposal may be delivered in person to the New Braunfels City Hall, or by Express Mail or delivery service to:

    City of New Braunfels
    City Secretary’s Office
    ATTN: Purchasing 550 Landa Street
    New Braunfels, TX 78130

The outside of the envelope or package must state:
“CSP 23-032, Purchase of Various Types of Vehicles; Proposal Due Date: June 15, 2023, 3:00 P.M. (CST)”

It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer. PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED OR CONSIDERED.

04.04 STANDARD INSTRUCTIONS TO PROPOSERS
(a) Thoroughly examine the solicitation documents. Notify the City of all conflicts, errors or discrepancies in the solicitation documents.

(b) Visit the sites to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work. No plea of ignorance by the Proposer as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as a basis for varying the requirements of City or changing the compensations due.

(c) City contracts are subject to all legal requirements of City, state or federal statutes and regulations. Laws of the State of Texas apply. Such legal requirements may affect cost, progress, performance or furnishing of the Work.

(d) Provide all required information on the forms furnished in the solicitation. Print or Type name on Proposal and MANUALLY SIGN ALL COPIES IN THE SPACE AND ON THE FORMS PROVIDED. Telegraphic, Fax, Email and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that no alteration of any kind has been made to this solicitation.

(e) Alternate Proposals cannot be considered unless specifically invited and authorized by the solicitation.

(f) If requested, show your proposed delivery time. Include weekends and holidays in counting days or months.

(g) Do not include federal taxes or State of Texas limited sales excise and use taxes in Proposal prices since CITY is exempt from payment of these taxes. (Sec 151.309 Tax Code)

(h) All Proposals must be current and final at the time of opening in order to be considered responsive. No Proposal will be accepted for consideration, and no award will be made, if at the time of opening anything contained therein is contingent upon, or subject to, any outstanding matter, including, but not limited to, any review, certification, or approval by any party that has not been received.
04.05 PROPOSER’S CERTIFICATIONS/AGREEMENTS - by submission of a Proposal

(a) You certify that you are a duly qualified, capable, and otherwise bondable business entity. You further certify that the Company, Corporation or Partnership does not owe any back taxes within City. No award will be made to a firm owing back taxes within the City. Additionally, if taxes become delinquent after an award has been made to you, that fact may constitute cause for cancellation of this contract.

(b) You warrant that all applicable patents and Copyrights which may exist on items in Proposal have been adhered to and further, you warrant that City shall not be liable for any infringement of those rights. Such rights granted City shall apply for the duration of the contract or for the life of the equipment or supplies purchased. City agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than City employees for official use as described in this contract. City will not knowingly or intentionally violate any patent, license or copyrights applicable to items sold hereunder.

(c) You warrant that upon execution of a contract with City you will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, race, color, sex, disability, creed, or national origin and will submit reports as City may require assuring compliance. Furthermore, City, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business, or anticipating doing business, with City shall support, encourage, and implement affirmative steps toward the goal of establishing equal opportunity for all of the citizens of City.

(d) You warrant that the offered price will be held firm and subject to acceptance by the City Council for a period of 120 calendar days from the solicitation closing date, or such longer period indicated in your offer.

(e) City is a government agency engaged in public projects where damages caused by breach of contract are difficult or impossible to measure. Awardee agrees that the amount of the bond is the amount of damage, except that if in the opinion of the City Council, the failure to perform terms of the contract is the result of acts or events over which you have no control the BOND in whole or in part may be returned to you at the City Council’s sole discretion.

(f) You warrant that you employ or retain no one or no agency to solicit or secure this contract where you have agreed to pay a commission, percentage, brokerage, or CONTINGENCY FEE, except for your bona fide employees or your bona fide established commercial or selling agencies that you maintain as a regular course of business. Violation is cause for City to annul the contract without liability, or at its discretion to deduct consideration from the contract price for the full amount of the commission, percentage, brokerage, or contingent fee.

(g) You affirm that any response has not included any preparation in collusion with any other Proposer, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.

(h) You hereby assign to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
04.06 SUBMISSION OF PROPOSALS

(a) Deliver your Proposal, or changes to Proposals, in SEALED ENVELOPES/PACKAGES addressed to New Braunfels City Hall - Purchasing. NAME AND ADDRESS OF PROPOSER, DATE OF SOLICITATION CLOSING, SOLICITATION NUMBER, and SOLICITATION NAME must be placed on the outside of the envelope/package.

(b) Submit signed offers with ONE ORIGINAL AND THREE COPIES (unless otherwise indicated) on the FORMS PROVIDED. ALL ORIGINALS MUST BE MANUALLY SIGNED. Telegraphic, Fax, Email and On-Line responses WILL NOT BE ACCEPTED unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that no alteration of any kind has been made to this solicitation. Modifications to offers on solicitations will be accepted by telegraphic notice or fax up to time for solicitation closing and modifications to the solicitation may be distributed in that manner. Specific prices offered must not be exposed in telegraphic modifications.

(c) An authorized official of the firm must print or type his/her name and manually sign the Proposal.

(d) Proposals may not be withdrawn after the time set for the closing, unless approved by the City Council.

(e) Your offer or a modification to your offer is LATE if received after the time set for Proposal opening and, upon request, shall be returned unopened. Late offers shall not be considered.

(f) If you need clarification or have any question as to the true meaning of specifications or any other document in the solicitation, your concerns must be submitted in writing to the City Buyer on or before seven (7) calendar days prior to scheduled opening of Proposals. Late requests will not be honored. Timely requests will be interpreted or otherwise clarified by issuance of a modification to the solicitation distributed to all sources that received a set of the solicitation. No other interpretations or clarifications will be provided prior to award.

(g) Prompt payment discounts WILL NOT BE CONSIDERED in determining low Proposal and making award. Prompt Payment Discounts offered by Proposer, and earned by the City, will be taken. For the purpose of computing the DISCOUNT PERIOD for payments, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by City prior to award of contract.

04.07 EXAMINATION OF CONTRACT DOCUMENTS

04.07.01 It is the responsibility of each Proposer before submitting a Proposal, to: (a) examine the contract documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Proposer’s observations with the contract documents; and (e) notify the City of all conflicts, errors or discrepancies in the contract documents.

04.07.02 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this paragraph, that without exception the Proposal is premised upon performing and furnishing the Work required by the contract documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
04.08 INTERPRETATIONS AND ADDENDA

04.08.01 All questions about the meaning or intent of the contract documents are to be directed to the Buyer noted on Page 1. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by addenda emailed, mailed or delivered to all parties recorded by Buyer as having received the Proposal documents. Questions received less than seven (7) days prior to the date for opening of Proposals may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

04.08.02 Addenda may also be issued to modify the Proposal documents as deemed advisable by Owner.

04.09 COMPETITIVE PROPOSAL CRITERIA

Proposals will not be opened publicly; however, the names of the Proposers shall be read aloud at 3:00 P.M., if any vendor attendance. on the day the Proposals are due. However, in accordance with state law, the contents will not be revealed until after the contract is awarded so as to avoid disclosure of contents to competing Proposers and maintain confidentiality during the process of negotiation. All Proposals shall be open for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such by the Proposer.

The City of New Braunfels will review Proposals using the criteria presented below and rate each Proposer. The contractor will be selected based on several prospective criteria such as pricing, location, and reputation.

- The City will evaluate price as an important, but not overriding, factor, considering the cost of base goods and any requested optional features.
- City reserves the right to accept one or more submittals or reject any or all submittals received in response to this solicitation, and to waive informalities and irregularities in the Proposals received.
- The City reserves the right to award to one or more companies or individuals as necessary to meet the contract demands.
- The contracts, if awarded, will be awarded to the Proposers whose submittals are deemed most advantageous to City, as determined by the Evaluation Committee.
- The recommended Proposer will be submitted to the City Council for approval.

04.09.01 Evaluation Standard. The City of New Braunfels will review Proposals on the basis of determining the best value to the City. It is the City’s intent to award to multiple vendors.

The evaluation committee will consider several criteria of each Proposal, such as pricing, location, and reputation, for a maximum of 100 points. Section 7, “Questions and Qualifications”, provides more information regarding potential factors that may be considered by the City.

Presentations/Interviews: After an initial review and compilation process, the City may ask for a presentation/interview of services from selected companies or individual to clarify and to develop a comprehensive assessment of the submissions.

Other Considerations: The City reserves the right to consider historical information and facts, whether gained from the Proposal, references, or any other source, in the evaluation process, including Proposer’s past working or business relationship with the City, if any. The City further reserves the right to consider a Proposer’s background, personnel, experience, financial and other references, management practices, exceptions to the solicitation or subsequent contract, and any working relationships, past or present, a Proposer may have with its other clients.

04.10 OPENING OF COMPETITIVE PROPOSALS

04.10.01 At the time of the closing of the solicitation, the name of the Proposers will be read aloud publicly...
but the Proposals will not be opened publicly so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. After award, all Proposals shall be available for public inspection after award except for trade secrets and confidential information contained in the Proposals and identified as such.

04.10.02 Proposals will be evaluated, and award made on the basis of information provided in the following factors and respective weights that are listed in Section 4, Paragraph 04.09.01 “Evaluation Standard.”

04.10.03 Negotiations may be conducted with responsible Proposers who submit Proposals determined by the City Buyer to be reasonably susceptible of being selected for award. All Proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of Proposals. Revisions to Proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

(i) Any oral negotiations must be confirmed in writing prior to award.
(ii) Award may be made without negotiation of Proposals with any Proposer.

04.10.04 Cost is required to be submitted with the Proposal as specified in this solicitation in Section 6 “COST PROPOSAL FORM”. If additional pricing is required during the process of any negotiations that may be conducted after receipt of Proposals and prior to award cost and/or pricing data may be required to be resubmitted.

04.11 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All Proposals will remain subject to acceptance for one hundred twenty days (120) after the day of the Proposal opening, but Owner may, in its sole discretion, release any Proposal and return the Proposal security prior to that date.

04.12 CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Section 2252.908 is a new ethics law that was enacted by H.B. 1295. It prohibits a governmental entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties.

The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission adopted the Certificate of Interested Parties form (Form 1295) and new rules (Chapter 46) on November 30, 2015, to implement the law.

04.12.01 Filing Process: Staring on January 1, 2016, the commission made available on its website a filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. Information regarding how to use the filing application will be available on this site starting on January 1, 2016 at
04.13 REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST

The 79th Texas State Legislature enacted H.B. 914, creating Chapter 176 of the Texas Local Government Code. This act, Disclosure of Certain Relationships with Local Government Officers, takes effect January 1, 2006. As required by the act, the Texas Ethics Commission has created a draft disclosure questionnaire to be completed by vendors. The disclosure requirement applies to a person who contracts or seeks to contract for the sale or purchase of property, goods or services with a local governmental entity.

The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within seven (7) business days of:

a. Beginning contract discussions or negotiations with CITY; or

b. Responding to a Request for Proposal, Invitation to Bid, or a correspondence or other writing related to a potential agreement with CITY.

c. A person required to file a conflict of interest must file an updated questionnaire not later than September 1st of each year that a contractual relationship or negotiation is pending with the CITY.

The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is to be completed and submitted to the CITY Secretary's Office located at 550 Landa Street, New Braunfels, Texas, 78130.

COMPLETION AND SUBMISSION OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

04.14 AWARD OF CONTRACT

(a) Award will be made to the responsible Proposer who submits the lowest and best Proposal, or to the responsible Proposer whose Proposal is most advantageous to the City, price and other factors considered. When payments are to be made to the City, award will be made to the highest Proposer. After approval by City Council, Award will be made by the City Manager signing an award letter. Purchasing will attached the signed award letter to the successful Proposal and deliver the fully executed contract to the successful Proposer. No contract exists until the signed document is delivered. It is the City's intent to award to multiple vendors.

(b) City reserves the right to accept any item or group of items offered, unless Proposer qualifies their Proposal by specific limitations. The Proposal can be on an "ALL OR NONE" basis if wording in the Proposal so states and if all items solicited are included in the Proposal.

(c) City may reject a Proposal (or all Proposals) if not satisfactory to City Council. City also reserves the right to waive minor informalities or irregularities in any Proposal.

(d) Other factors may be considered in determining the successful Proposal when they are applicable, such as administrative cost for a multiple award calculated at $500 per award, cost of any test or inspections, cost of delivery to final destination under unusual circumstances, warranties and guarantees, delivery or performance period, and ability to deliver or perform.
(e) Ties will be broken by consideration of delivery time or delivery schedule.

(f) Texas provides no advantage to resident Proposers in the award process. However, offers from another state where that state favors their residents will be evaluated by adding the same differential to the Proposal that would be required for a non-resident Proposal to be awardable in their resident state. For example, how much lower a Texas firm must be in that state than one of their resident Proposals in order to be the awardee.

(g) Pursuant to Local Government Code §271.9051, the City of New Braunfels has a local preference resolution 2009-R61. This resolution authorizes the municipality to enter into a contract with the lowest bidder or the bidder whose principal place of business is in the City of New Braunfels if that local bidder is within five percent of the lowest bid price received from a bidder who is not a resident and offers the municipality the best combination of contract price and additional economic development opportunities for the City created by the contract award; including the employment of residents of the municipality and increased tax revenues to the municipality and the contract is less than $100,000. This provision does not prohibit the City of New Braunfels from rejecting all bids.

CONTACT THE BUYER NOTED ON PAGE 1 WITH QUESTIONS REGARDING THIS SOLICITATION.
SECTION 5
SCOPE OF WORK

05.01 BACKGROUND

The City of New Braunfels is requesting Proposals in order to establish a contract for the purchase of several types of vehicles to include, but not be limited to, Police vehicles, passenger vehicles, vans, pickups and specialty trucks. The intent of this solicitation is to establish a non-exclusive contract with manufacturer-authorized dealers for **Chevrolet, Dodge, and Ford** vehicles to support vehicle purchases on an as-needed basis throughout the City of New Braunfels.

The City of New Braunfels is a municipality and is therefore eligible for Government Price Concession (GPC) as an entity of the State of Texas.

Proposals must be submitted on the attached “Cost Proposal Form” located in Section 6 of this solicitation document. By returning the “Cost Proposal Form” with a price quote, vendors certify and agree that:

1. All charges – wages, salaries, taxes including payroll taxes, benefits, insurance, overhead, fees, permits, bonds, licenses, fees, labor, personnel, service, supervision, project management, operations, documentation, parts, tools, material, supplies, delivery, transportation, shipping, freight, fuel surcharges, mileages, parking, tolls, travel time, and all other associated cost including incidentals necessary to provide the goods and services outlined in this solicitation specified or implied are to be included in bid Proposal. Inside Delivery will be F.O.B.: City of New Braunfels as indicated on each individual purchase order.

2. Shipping documents shall accompany each delivery and shall include at a minimum:
   (a) Name and address of vendor
   (b) Name and address of receiving City department
   (c) City of New Braunfels Purchase Order number and
   (d) Description of vehicles shipped; including quantity, make, and model number of each vehicle.

05.02 SCOPE OF WORK

This is an estimated requirements contract. Award of this solicitation for the estimated requirements stated obligates the bidder to accept orders placed for the period stated. Upon acceptance of a bid by the City of New Braunfels Council and issuance of a Contract Award by the City of New Braunfels, Bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Delivery/Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued. Delivery Schedule listed by bidders on the face of this solicitation shall apply to the individual Delivery/Purchase Orders.

(a) City of New Braunfels is obligated to pay for such orders above and to order all its requirements against this contract for which award has been made. City of New Braunfels is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes.

(b) Delivery Orders may be issued from date of Award, through August 31, 2024. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order and this contract, the contract shall control.
(c) If mailed, a delivery order is considered “issued” when the City deposits the order in the mail. Orders may also be issued orally or by fax.

(d) If the City urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the City may acquire the urgently required goods or services from another source.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

05.03 GENERAL REQUIREMENTS

05.03.01 An awarded Vendor must be approved by the manufacturer to sell, install, and service the manufacturer brand of vehicles being offered.

05.03.02 Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

05.03.03 An awarded Vendor in Texas must have a Franchise Motor Vehicle Dealer Certificate and manufacturer certificate from the Texas Department of Motor Vehicles, and any other applicable licenses.

05.03.04 By signing this Proposal, the Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

05.03.05 The successful supplier/vendor shall assign an account representative to the City. This representative shall be responsible for, but not limited to:

- Coordinate the ordering of vehicles
- Providing the City with written verification and proof that the requested vehicles have been ordered from the vehicle manufacturer
- Providing the City with written notification of any delays, errors with order, manufacturer cut-off dates for ordering, etc.
- Coordinate the delivery with the City’s Fleet Manager.

05.03.06 Standard Ordering Process:

1) City personnel shall work with Vendor’s account representative to develop an itemized quote with detailed pricing for vehicle requested by City personnel. Itemized quote shall list standard features and, as applicable, any additional options requested by City. The City will indicate at order placement if license plate is to be for an exempt vehicle. Finalized quote shall list all discounts, fees, etc. which is associated with the awarded contract.

2) Finalized quote shall be submitted via email to requesting department and City of New Braunfels Finance Department, Purchasing Division. Contact information will be provided to awarded vendor(s).

3) Purchasing and Finance staff will review itemized quote received from Vendor(s) and provide authorization to requesting department to process a Purchase Order if applicable funds are available.

4) Purchasing staff will provide copy of approved Purchase Order to Vendor(s) and requesting
City department. Vendor is **NOT** to proceed with order of vehicle until receipt of approved Purchase Order.

5) Vendor(s) will be required to furnish to the Fleet Manager written confirmation from the manufacturer showing that the requested vehicle(s) has/have been ordered. The written confirmation shall include the factory order numbers for each vehicle ordered. This documentation must be presented to the Fleet Manager within seven (7) calendar days after receipt of Purchase Order(s). This information may also be e-mailed to Finance Department, Purchasing Division.

**05.03.07** Vehicles shall be equipped with all accessories as stated in the purchase order prior to delivery.

**05.03.08** All mounting of special after-market equipment shall meet manufacturer's installation requirements and all state and federal standards. Any modifications to the vehicles, such as drilling holes and welding brackets, must be discussed with, and approved by, the City’s Fleet Manager to ensure accommodation of the intended use of vehicle.

**05.03.09** Vendor shall have each vehicle (except cab and chassis units delivered without bodies as applicable) properly inspected in compliance with Texas motor vehicle laws. Vendor shall furnish certificate of inspection at time of delivery.

**05.03.10** Vendor shall be responsible for the registering and titling of each vehicle furnished under this contract. The City will advise the Contractor if the vehicle license plate is for an exempt vehicle. The City of New Braunfels is a tax-free entity. Vendor shall provide MSO and Odometer Statement in order to register the vehicle(s).

**05.03.11** The vehicles furnished under this specification shall be new or current production model year (if contract is renewed) and shall be of good quality workmanship and material. The Proposer represents that all units offered under this specification shall meet or exceed the minimum requirements specified for each vehicle manufacturer identified in this solicitation.

**05.03.12** Awarded vendor(s) shall furnish the city with order deadlines in writing by vehicle series number a minimum of three weeks prior to deadline. Awarded vendor(s) shall be responsible for fulfilling all purchase orders issued pertaining to each vehicle type in which a deadline has not been provided in accordance with the above requirements.

**05.03.13** Vendor shall perform all required pre-delivery service and inspection prior to vehicles being delivered to the City including, but not limited to, the following:

1) Cleaning/washing interior and exterior of each vehicle
2) Checking the following fluid levels:
   - Radiator
   - Windshield Washer
   - Battery
   - Power Steering Pump
   - Brake Master Cylinder
   - Engine Oil
   - Transmission
3) Checking mechanical operation of the following:
   - Steering gear and linkage
   - Suspension assembly fronts and rear
   - Proper tire pressure to normal rated road requirements
   - Hood latch
• Headlights - aim and adjust if needed
• Front wheel toe in and torque wheel nuts
• Seat and shoulder belts
• All locks and latches
• Proper adjustment of all drive belts
• Proper adjustment of timing and throttle linkage

4) Checking all electrical operations including:
  • Headlights
  • Side marker lights
  • Temperature gauge
  • Alternator
  • Oil Pressure Lights
  • Parking Lights
  • Stop and tail lights
  • Directional Signals
  • Emergency Flasher
  • Parking Brake lights

05.03.14 All shipping tickets shall reference the purchase order number(s) and will accompany each delivery shipment.

05.03.15 All vehicles shall be F.O.B. City of New Braunfels as indicated on each individual purchase order. Vehicle may be driven to the City of New Braunfels designated service center if distance is less than 50 miles from City of New Braunfels otherwise vehicle must be delivered by convoy truck or similar type transportation. Unit cost of each vehicle shall include delivery, shipping, handling, transportation, fuel surcharges, supplies, material, license plate, vehicle registration, all other incidentals costs and documentation fees associated with this bid.

05.03.16 Awarded vendor(s) shall furnish the City a Manufacturer’s Statement of Origin (MSO). A Certificate of Title will not meet this requirement. MSO shall either be furnished at the time of vehicle delivery or within 48 hours of vehicle delivery and shall be made out in the name “City of New Braunfels”, 550 Landa Street, New Braunfels, Texas, 78130.

05.03.17 Delivery Instructions: Awarded vendor(s) must notify the Fleet Manager at (830) 221-4047 at least two (2) business days prior to delivery of any vehicle(s) to schedule time, place of delivery and make arrangement for vehicle inspection.

05.03.18 All vehicles will be delivered to: City of New Braunfels, 424 South Castell Avenue; New Braunfels, Texas 78130. However, the City reserves the right to change the delivery address during the term of the contract within the City of New Braunfels, Texas.

05.03.19 Vendor shall prevent undue delay or imposition upon City personnel at the time of delivery. The City will not provide equipment (crane, winch, etc.) or assistance for unsaddling piggybacked chassis, off- loading convoyed units, or other delivery processes.

05.03.20 At delivery, the awarded vendor(s) shall provide with each vehicle a Delivery Data Sheet to include the following information. Additional information may be added during the term of the contract.
  • Purchase Order Number
  • Delivery date
  • Unit cost of vehicle
• Odometer ready at delivery
• Warranty expiration (date and miles or delayed)
• Vehicle Identification Number (VIN), year, make model
• Gross Vehicle Weight Rating (GVWR)
• Vehicle Emissions Rating (VER)
• If applicable, EPA Miles per Gallon (MPG) Rating
• Engine Family Code
• Specifications: Number of tires, tire size, wheelbase, transmission type (manual or automatic), drive type (2-wheel, 4-wheel, etc.), engine size, number of cylinders.

NOTE: EPA fuel mileage ratings are not required on SUV or Passenger Van with GVWR over 10,000 lbs. or other vehicles with a GVWR over 8,500 lbs. or a curb weight over 6000 lbs.

05.03.21 Delivery is required within one hundred-fifty (150) calendar days after receipt of purchase order. Extensions of delivery may be granted on a case by case basis by the City of New Braunfels, upon written request by awarded vendor(s) Written requests for delivery extensions shall include the purchase order number(s), reason for extension, and time frame in number of days needed for extension and must precede the late delivery of the vehicle.

05.03.22 Late Delivery Fee: The City will have the option to charge the vendor a fee of $50 per vehicle per day for late delivery. Late fee applies ONLY when vendor has not requested and received PRIOR WRITTEN approval, to make delivery after the number of days established by the contract or the purchase.

NOTE: Providing vehicle(s) which do not meet all specification requirements does not constitute delivery, and the late fee will continue to accrue until the vendor delivers vehicles in full compliance with the specifications to the ordering entity’s FOB point. The City of New Braunfels will have the option to deduct any accumulated late delivery fees prior to payment of the invoice.

05.03.23 Awarded vendor(s) shall furnish automobiles and trucks meeting or exceeding the minimum requirements set forth for each vehicle type and equipped exactly as listed for makes and models in the various tables of this specification and with any other requirements specified in the solicitation document. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. If vehicles are delivered not made ready for continuous operation, it will be the vendor’s responsibility to have the units made ready for continuous operation prior to acceptance. It shall not be the ordering entity's responsibility to arrange for the units to be made ready, including transporting units to local dealership for warranty repairs prior to acceptance.

Standard equipment means those components and accessories usually and ordinarily furnished without additional cost on regular production models.

05.03.24 Unless otherwise specified in the solicitation, vehicle manufacturer's standard advertised/published accessories and other options shall be chassis factory installed, on all vehicles except medium-duty cab and chassis units, but including, light-duty cab and chassis units. An individual option shall be factory installed whether the option is available separately, or as part of an option package. When only provided as part of an option package, all package items, including the individual option shall be provided. Vehicle manufacturer's standard advertised/published accessories for medium-duty cab and chassis units shall be chassis-factory installed. Requested optional equipment on medium-duty cab and chassis units shall be furnished and installed by the chassis manufacturer (if available) or they shall be furnished and installed by dealer or other manufacturers, provided all specified minimum requirements
are met.

05.03.25 Failure on the part of the Proposer to comply with any and all requirements and conditions of this specification may result in rejection of the Proposal. No exceptions to or deviations from this specification will be considered unless, each exception or deviation is specifically stated by the Proposer as an exception, with a detailed statement completely defining the exception and/or exceptions. As applicable, the make and model number must be shown on each Proposal response. If no exceptions or deviations are shown, the Proposer will be required to furnish vehicles and equipment exactly as specified herein. The burden of proof for compliance with the specifications shall be the Vendor’s responsibility.

05.03.26 ACCEPTANCE INSPECTION
All vehicles are subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than five (5) working days, weather permitting. The vendor will be notified within this time frame of any units not delivered in full compliance with the specifications.

05.03.27 Vendor shall remove noncompliant vehicle(s) from the City’s premises within five (5) working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five (5) working day time frame, ordering entity may arrange for vehicle to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible or liable for damage or loss of noncompliant vehicles which remain on City premises, or which are removed by towing company, five (5) working days after vendor notification.

05.03.28 Invoicing Requirements
All invoices shall include, but not be limited to the following information:
- Purchase Order Number
- Date of Delivery the City of New Braunfels
- Type of Vehicle (Year/Make/Model) and Vehicle Identification Number
- Unit Cost of Each Vehicle
- Two (2) invoices are required; one copy to be sent to the Finance Department, Purchasing Division and another copy to be sent to Accounts Payable.

05.03.29 Payment: All payments will be made in accordance to the State of Texas “Prompt Payment Law”. The law says that payments for goods and services are due 30 days after the goods are provided in accordance to bid specifications requirements, the services completed are completed in accordance to bid specifications requirements, or a correct invoice is received, whichever is later. All pricing should be based upon payment within 30 day after vehicles are received and inspected for complaints with New Braunfels City bid specification requirements.

05.03.30 The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and shall include mileage accrued at the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. The odometer statement on the MSO will satisfy this requirement.

05.03.31 Vehicles furnished to this specification shall meet the applicable requirements of the EPA’s Exhaust Emission Standards and all revisions as issued under authority of the Clean Air Act, current version.
05.03.32 Automobiles and trucks shall meet or exceed the minimum requirements of this specification and all applicable requirements of the Federal Motor Vehicle Safety Standard (FMVSS). All requirements of this specification shall be met unless they are in conflict with the applicable FMVSS.

05.03.33 Batteries: Calcium hybrid type batteries shall be standard on all vehicles furnished to this specification. Permanently sealed batteries without antimony are acceptable.

05.03.34 With the exception of factory-installed wiring, all electrical wiring shall be insulated and enclosed in a fibrous loom, plastic loom, or flexible conduit for protection from external damage and short circuits. It shall be securely fastened at sufficient intervals to prevent sagging and to ensure clearance of mechanical parts. Routing of the wiring through the cab, frame, body, compartment box, and the like shall be placed in such a manner so as not to interfere with normal operation and use or present a safety hazard. Rubber grommets shall be used wherever wires, hoses or harness pass through metal.

05.02.35 **SERVICE POINT ACCESSIBILITY**

All lubrication and frequent service items shall be readily and easily accessible to the operator/technician.

05.03.36 Each vehicle shall be equipped with a speedometer having an odometer as an integral part. The speedometer drive mechanism must be properly calibrated in relation to each axle ratio and tire size to give accurate readings.

05.03.37 Tires shall be of the type of construction specified under the applicable table or general requirements for each vehicle type. All tires shall be new, and the tread style shall be the tire manufacturer’s standard design and the brand normally furnished on regular production orders, unless otherwise specified. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a “B” heat rating. All tires and wheels shall be properly balanced prior to delivery.

05.03.38 Mud flaps prescribed by law (if applicable to vehicle type) are acceptable.

05.03.39 Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching the rear license plate without modification. Illumination provided for the license plate shall be in compliance with Texas motor vehicle laws.

05.03.40 Safety plaques or decals shall be furnished on vehicles and bodies and shall be affixed at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size and locations of product safety plaques or decals shall be in accordance with ANSI 535.4-1995, or latest revision thereto.

05.03.41 Do not place decals or markings of any type pertaining to advertisement other than manufacturer’s name or model designation normally installed by manufacturer on equipment delivered.

05.03.42 As it is City's policy to maintain the vehicle in accordance with the manufacturer's published recommendations, each awarded vendor will include in each vehicle two (2) sets of an owner's and/or operator's manual. This will include all standard manufacturer/dealer literature normally furnished and as required by law with the purchase of a new vehicle.
05.03.43 The manual(s) shall be detailed as possible outlining all necessary service and operating instructions for unit delivered e.g. an illustrated parts list(s) and operating and service instructions for the unit(s) and engine(s) shall be delivered with each unit.

05.03.44 Parts list(s) shall cover all components of the unit. Each part shall be identified by part number, description and component location. Necessary warnings and safety precautions shall be included.

05.03.45 The following additional information shall be provided by the vendor at time of delivery if it is not included in the manual(s) required above:

1) Manufacturer's recommended service preventive maintenance intervals.
2) Recommended fluids, lubricants and their SAE/API equivalents.

NOTE: Overhaul/technical manuals are not required unless specified within the specifications.

05.03.46 Upon receipt of City's request, Dealer to submit manufacturer's current, regularly published literature on all aftermarket components (e.g. body, toolbox, etc.) that are offered. Literature shall be sufficiently detailed to permit the City to determine if the items offered meet specified requirements.

05.03.47 All safety notices and recalls shall be mailed to the City's Fleet Manager at 424 South Castell Avenue; New Braunfels, TX 78130.

05.03.48 WARRANTY

The awarded vendor(s) shall furnish a copy of the dealer's and the manufacturer's standard warranty as the dealer and manufacturer standard warranties shall apply to vehicles purchased with this contract.

Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new and unused. Vehicle is to be serviced and ready for operation upon delivery and shall include all manufacturers’ standard equipment unless otherwise specified or replaced therein. Manufacturer's Statement of Origin (MSO) will be required at delivery.

The unit of equipment shall be warranted against all defects in material and workmanship during the manufacturer's standard warranty period and shall cover one hundred percent (100%) parts and labor for the unit.

During the warranty period, the vendor will be responsible for labor, materials, and other repairs. It is the intent of this warranty that the vendor performs warranty repair work.

Delayed warranties must be available for all vehicles. Warranty start date shall be effective the day the completed unit is placed into service. Vendor shall furnish a delayed warranty card/document with each unit delivered, advising City personnel of the procedures to be followed for obtaining delayed start of warranty coverage. Requests for delayed warranties will not exceed 6 months after delivery.

Major Warranty Repairs When major warranty repairs are required, the City will notify the
vendor at the location and the telephone number designated by the vendor. Major warranty repair work for the purpose of this specification means major repairs to the engine, transmission, driveline, hydraulics and major repairs to any other component(s) of the unit. Diagnosis of the actual repairs required will be the responsibility of the vendor. The repair work may be performed by the vendor or vendor's authorized representative.

If mutually agreed upon between the vendor and City, the unit may be transported to the vendor's location or City-authorized repair facility by vendor or the City. The cost of equipment and manpower necessary to haul the unit or the round trip will be billed back to the vendor at the rental rate of the equipment and composite hourly rate for the driver in effect at the time for the equipment required. The composite hourly rate for the driver will not exceed Twenty Dollars ($20.00) per hour. Rental rate for the truck and trailer will not exceed Fifty Cents ($0.50) per mile for the truck and Six Dollars ($6.00) per hour for the trailer.

**Response Time** Warranty repair action shall begin within two (2) working days after notification is made to the vendor for need of warranty repairs. The warranty repairs should be completed, and the unit returned (or picked up by the City at the vendor's expense as outlined above) to the City within a reasonable period of time. For the purpose of this specification five (5) working days is defined as a reasonable period of time depending on the repair required.

**Billing and Payment from Warranty Repair Expenses** Costs will be accumulated for transportation of the unit by City to the vendor's location or authorized repair facility. Payment for transportation costs as provided for in this section must be made within thirty (30) calendar days from the billing date.

**Service** Potential bidders must be authorized dealers for the product(s) they offer. However, bidders are not required to be located in the City. Warranty service and parts availability are critical. See "PARTS" provision below for parts availability as well as various paragraphs in these Specifications herein regarding service response time. Any warranty service performed must be performed by factory authorized personnel.

**Parts** Vendor shall store sufficient spare parts for immediate delivery within a reasonable distance of the City to assure prompt repairs within twenty-four (24) hours or an agreed upon amount of time between the vendor and county personnel, during the initial Warranty or Guarantee period. Vendor certifies that spare parts are or will be available subsequent to expiration of Warranty or Guarantee.

**05.03.49** The awarded vendor(s) shall furnish the City a chassis manufacturer's New Vehicle Warranty which will be honored by any of the manufacturer's authorized dealers. This warranty shall be comparable to or better than those offered to the general public. Passenger cars and light-duty trucks shall have a minimum warranty offered to the general public (not commercial trade).

**05.03.50** Proposer shall indicate the length (in years and miles) of the OEM new vehicle warranty on each of their responses to bids based on this specification. Vendor shall furnish a complete copy (detailing coverage and exclusions) of the new vehicle warranty to agencies with each
vehicle delivered. Vendor shall also provide an additional copy within 10 working days after request.

NOTE: If vendor fails to arrange for delayed warranty with OEM, vendor is responsible for all costs incurred to make appropriate repairs at any dealership in Texas, for up to 6 additional months.

05.03.51 Awarded vendor(s) shall warrant all dealer installed options/components (100 percent of parts and labor at F.O.B. location) for quality and workmanship. Warranty period shall be at least 12 months, beginning on the date of acceptance by the City or begin at delayed warranty start date, whichever is later.

05.03.52 All warranty repairs shall be performed without accessing the City warranty deductibles. Awarded vendor(s) shall be responsible for any warranty deductibles required for warranty repairs.

05.03.53 Unless otherwise specified, all units shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer’s printed literature for the models specified herein.

05.03.54 INTERLOCAL AGREEMENT (City/State Participation Program)
In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the City contract by executing an interlocal agreement with the City of New Braunfels to do so. Vendors are to indicate on the Bid Proposal page whether they are willing to extend pricing from this contract to other governmental agencies in accordance with the outlined specifications. The City of New Braunfels is indemnified against any and all claims that may arise from Interlocal Agreements entered into by the Contractor and governmental agencies.
SECTION 6 – COST PROPOSAL FORM

Proposer warrants that each price at which it sells to the City under this agreement shall be no higher than the price at which the Proposer customarily sells to other commercial/governmental customers taking into consideration similarity of quantities, terms and conditions, and amount of quality assurance documentation. In addition to the information requested in the Cost Proposal Form, it is the Proposer’s responsibility to provide detailed information regarding standard fees for stock and factory orders, such as the identification of any percentage-based fees that are applied during the vehicle quote process, as the City will not be liable for paying fees that are not identified in the Proposer’s Proposal.

All prearranged item prices offered shall be firm against any increase for one (1) year from the date of execution of the agreement. Contracts may be renewed on a one (1) year basis, not to exceed three years total. Prior to the end of the base period, it shall be the Proposer’s responsibility to notify the Purchasing department a minimum of thirty (30) days in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide documents reflecting the price changes. Pricing shall remain in effect for the one (1) year after acceptance of any change in price.

Proposer shall provide pricing in format provided below. If Proposer is proposing alternate pricing format, Proposer shall provide a concise alternative pricing structure. The alternative Cost Proposal Form must be detailed, provide for a Unit Price arrangement, and must be clearly labeled as “ALTERNATE”.

Item XA - Vehicle Formula Pricing for fleet vehicles purchased/ordered under this contract shall be made using the following formula:
• LESS Government Pricing Concession
• LESS Fleet Incentives
• LESS Dealer Incentives
• PLUS Dealer Fee(s) for Pre-Delivery Services (if Specified). Examples of such fees may include Dealer’s mark up, state inspection fees, license plate (exempt or non-exempt) and vehicle registration. Dealer shall identify any anticipated fees in Question 1 of each manufacturer in the Cost Proposal Form or in a separate document if necessary.
• PLUS Dealer Fee for Vehicle Transaction

Item XB – Vehicle Formula Pricing for fleet vehicles purchased from Dealer Stock shall be made using the following formula:
• ABOVE cost: ____________
• LESS Government Price Concession or CURRENT incentive

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>1A</td>
<td>CHEVROLET: Dealer Fee for Vehicle Transaction – Government Pricing Factory Order to Deliver (using Vehicle Formula defined above)</td>
</tr>
<tr>
<td>1B</td>
<td>CHEVROLET: Dealer for Vehicle Transaction – Government Pricing Inventory Stock Order Above Cost, less Government Price Concession or current incentive</td>
</tr>
<tr>
<td></td>
<td>UOM</td>
</tr>
<tr>
<td>1A</td>
<td>EA</td>
</tr>
<tr>
<td>1B</td>
<td>EA</td>
</tr>
</tbody>
</table>

1) Identify any additional costs (if applicable) associated with this vehicle manufacturer/dealer:

2) Provide Vehicle Manufacturer’s standard warranty period:

3) Provide Vehicle Manufacturer’s cut-off deadline(s) for ordering vehicles from this manufacturer:

4) Provide the estimated delivery timeframe (from date of order to delivery to City site) after receipt of City’s Purchase Order:
### SECTION 6 – COST PROPOSAL FORM (CONTINUED)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>UOM</th>
<th>Price per UOM</th>
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<tr>
<td>2A</td>
<td><strong>DODGE:</strong> Dealer Fee for Vehicle Transaction – Government Pricing Factory Order to Deliver (using Vehicle Formula defined above)</td>
<td>EA</td>
<td>$__________</td>
</tr>
<tr>
<td>2B</td>
<td><strong>DODGE:</strong> Dealer for Vehicle Transaction – Government Pricing Inventory Stock Order Above Cost, <strong>less</strong> Government Price Concession or current incentive</td>
<td>EA</td>
<td>$__________</td>
</tr>
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1) Identify any additional costs (if applicable) associated with this vehicle manufacturer/dealer:  

2) Provide Vehicle Manufacturer’s standard warranty period:  

3) Provide Vehicle Manufacturer’s cut-off deadline(s) for ordering vehicles from this manufacturer:  

4) Provide the estimated delivery timeframe (from date of order to delivery to City site) after receipt of City’s Purchase Order:  

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<th>Item</th>
<th>Description</th>
<th>UOM</th>
<th>Price per UOM</th>
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<tr>
<td>3A</td>
<td><strong>FORD:</strong> Dealer Fee for Vehicle Transaction – Government Pricing Factory Order to Deliver (using Vehicle Formula defined above)</td>
<td>EA</td>
<td>$__________</td>
</tr>
<tr>
<td>3B</td>
<td><strong>FORD:</strong> Dealer for Vehicle Transaction – Government Pricing Inventory Stock Order Above Cost, <strong>less</strong> Government Price Concession or current incentive</td>
<td>EA</td>
<td>$__________</td>
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</table>

1) Identify any additional costs (if applicable) associated with this vehicle manufacturer/dealer:  

2) Provide Vehicle Manufacturer’s standard warranty period:  

3) Provide Vehicle Manufacturer’s cut-off deadline(s) for ordering vehicles from this manufacturer:  

4) Provide the estimated delivery timeframe (from date of order to delivery to City site) after receipt of City’s Purchase Order:  

______________________________________________
SECTION 7 – QUESTIONS AND QUALIFICATIONS

QUESTIONS

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets.

Company name: ____________________________________________________________

Permanent main office address: ________________________________________________

Street __________________________ City, ST __________________________ ZIP ________

1. Form of Ownership: _____________________________________________________
   ______ Proprietorship      _______ Corporation
   ______ Partnership          _______ Other (specify) _________________________________

2. When organized: ___________________________________________________________

3. If a corporation, where incorporated: _________________________________________

4. How many years has your company been engaged in business under its present name? ______

5. If applicable, provide former names of the company, with dates of operation for each name.

<table>
<thead>
<tr>
<th>Former Name</th>
<th>Dates of Operation</th>
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6. General character of work performed by your company: ____________________________

7. Has your company ever failed to complete, defaulted, or been terminated on a contract?
   Yes□  No □
   If yes, give contract name, Owner name, and Owner location and explanation:
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

8. Have any officers of your company who, while in the employ of the firm or the employ of
   previous firms, been associated with contracts which resulted in law suits, contracts
   defaulted, or filed for bankruptcy?
   Yes□  No □
   If yes, provide a list of the officers of your company, with the date, court, jurisdiction, cause number,
   amount of liabilities and amount of assets:
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
9. Does your company have any involvement in prior, pending or threatened claims or litigation alleging?
   1) Non-compliance by your company with any obligations under any current contract within the last five years?  
      Yes ☐ ☐ No ☐
   2) Or any error or omission by your company in performing services under any current contract or previous contract within the last five years?  
      Yes ☐ ☐ No ☐
   3) And/or non-payment to Subcontractors and material suppliers?  
      Yes ☐ ☐ No ☐

If you answered Yes to either 1, 2 or 3 above, provide contract name, Owner name, and Owner location, and explanation of the nature, status and/or outcome of such claim or litigation (attach additional pages if necessary):

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

10. Has your company or any of your Subcontractors’ companies been cited for safety violations on any project within the last five years?  
    Yes ☐ ☐ No ☐

If yes, provide contract name, Owner name, and Owner location, and explanation of the nature, status and/or outcome of the safety issue (attach additional pages if necessary):

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

11. If applicable, submit a complete list of Subcontractors and Suppliers for the work with your Proposal.

12. Your company certifies that you are a manufacturer-authorized dealer for the vehicles specified in this solicitation:  
    ☐ Yes ☐ No

If no, explain:

______________________________________________________________________________
______________________________________________________________________________

13. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this contract.  
    ☐ Yes ☐ No

If no, explain:

______________________________________________________________________________
______________________________________________________________________________
14. Your company certifies that it is not in arrears in the payment of any obligations to the City, including, without limitation, property or sales taxes, fees or utility charges. Yes ☐ No ☐

If no, explain:

___________________________________________________________________
___________________________________________________________________
___________________________________________________________________

15. If awarded, Proposer’s primary point of contact for City account is:

Name: ________________________________
Title: ________________________________
Office Location: ______________________
Mailing Address: ______________________
Telephone Number: ______ Fax Number: ______________________
Email Address: _______________________

A representative of the company must be available to answer phone calls from City Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time).

16. If awarded, Proposer shall indicate preferred method for which City is to notify Awarded Contractor of purchase orders:

Purchase Orders shall be communicated via: (check all that apply) ___ Phone ___ Fax ___ Email

Contact Person: ________________________________
Phone: ________________________________
Fax: ________________________________
Email Address: ________________________________
QUALIFICATIONS

The City will evaluate the Proposals on the basis of the best value to the city for the purchase of various vehicles.

Therefore, Proposer shall provide documentation listed in Section 4, Paragraph 04.03, “Submission of Proposal” and any documentation requests, such as warranty information, referenced in Sections 5 and 6 of this solicitation document.

In addition, Proposer shall also submit information in a narrative, not to exceed five (5) pages, that includes, but is not limited to, the following:

a) Any supporting/additional documentation for information provided by Proposer in Section 6, “Cost Proposal Form”;
b) Proposer’s principal place of business;
c) Reputation of Proposer and of Proposer’s goods or services;
d) Quality of Proposer’s goods or services;
e) Extent to which the goods or services meet the needs of customers/municipalities;
f) Proposer’s past performance or relationship with municipalities;
g) Total long-term cost to the City to acquire Proposer’s goods and or services;
h) Warranties offered and Proposer’s warranty service history; and
i) Any additional detailed information that the Proposer would like for the City to consider in selecting the Proposer as a prospective vendor.

List not less than three (3) professional references for similar contracts within the last 10 years.

<table>
<thead>
<tr>
<th>Contract Name</th>
<th>Owner Name, Address, and Telephone</th>
<th>Annual Contract Term</th>
<th>Annual Contract Value</th>
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Complete A below if you are a non-resident Proposer (your company’s principal place of business is not in Texas). Resident Proposers must check box B.

☐ A: Our company is a non-resident Proposer. Its principal place of business is the State of__________

Check one of the following:

☐ Non-resident Proposers in the state of our principal place of business are required to propose_______percent lower than resident Proposers by state law. A copy of the statute is attached.

☐ Non-resident Proposers in the state of our principal place of business are not required to underbid resident Proposers in order to secure contract awards.

☐ B: Our principal place of business or corporate offices is in the State of Texas.
ATTACHMENT A – PROPOSER CERTIFICATIONS

To demonstrate qualifications to perform the scope of services, each Proposer is required to submit the following information to Owner for consideration.

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets.

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Proposer or any of its principals been debarred or suspended from contracting with any public entity or is Proposer listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov?
   □ Yes □ No

   If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, or listed at epls.gov and state the reason for or circumstances surrounding the debarment, suspension or ineligible for federal procurement, including but not limited to the period of time for such debarment, suspension or ineligibility.

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. □ Yes □ No

   A. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;

   B. “fraudulent practice” means an intentional misrepresentation of facts made:
   1. to influence the solicitation process or the execution of the Contract to the detriment of Owner,
   2. to establish Cost Proposal or Contract prices at artificial non-competitive levels, or
   3. to deprive Owner of the benefits of free and open competition;

   C. “collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish Cost Proposals at artificial, non-competitive levels; and

   D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

   A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company’s cost Proposal? □ Yes □ No

   1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;

   2. That your cost Proposal is genuine and is not a collusive or sham cost Proposal;

   3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other Proposer, firm or person to submit a collusive or sham cost Proposal, or to refrain from responding, or sought by communication or conference with any other Proposer, firm or person to fix the prices, overhead, profit, or any cost element in your cost Proposal or in any other cost Proposal, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other Proposer; and
4. The prices quoted in your cost Proposal are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. **HOUSE BILL 89 VERIFICATION:**

A. Contractor shall verify that its named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: ☐ Yes ☐ No

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ACKNOWLEDGEMENT**

THE STATE OF
TEXAS COUNTY
OF COMAL

I certify that I have read all of the specifications and general contract requirements and do hereby certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

____________________________________________
Company’s Name

____________________________________________
Signature, Authorized Representative of Proposer

____________________________________________
Title