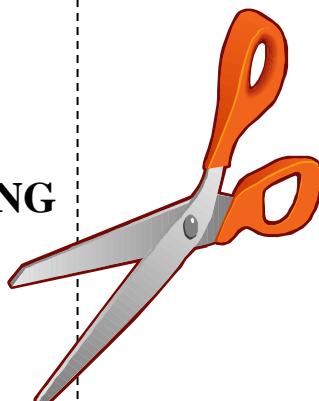


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.

<p>SEALED BID I DO NOT OPEN</p> <p>BID NO: ITB 10-043-RH</p> <p>BID TITLE: OIL CHANGE SERVICES-ANNUAL PRICING</p> <p>DUE DATE/TIME: JANUARY 13, 2010 @ 2:00 PM</p> <p>SUBMITTED BY:</p> <hr/> <p>(PRINT NAME OF COMPANY)</p>	
--	---

Bids must be addressed to:

Marta Alvarez, Purchasing Manager
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

Purchasing & Contract Management

OIL CHANGE SERVICES-ANNUAL PRICING
CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH

Checklist

Please ensure that you complete and return the following documents and information to the City of Lubbock Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by the person making the correction. Late submittals will not be accepted.

	This document <u>MUST</u> be completed in blue or black ink or by typewriter. Signatures must be original, in blue or black ink, and by hand. Include firm's FEDERAL TAX ID number or SOCIAL SECURITY number.
	Bid Form <u>MUST</u> be completed.
	Completed Insurance Requirement Affidavit (if applicable).
	Completed and signed SUSPENSION AND DEBARMENT CERTIFICATION. Please include Company Federal TAX ID number or Social Security number.
	Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility form (if applicable).
	Clearly mark the ITB number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.
	Original and one copy of signed bid.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

OIL CHANGE SERVICES-ANNUAL PRICING
CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH

In an effort to better serve the business community, the City of Lubbock Purchasing and Contract Management Department is conducting the following survey. We appreciate the time and effort expended to submit your offer. Please take an additional moment to complete the information below. If you have any questions or need more information, please call (806)775-2572.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR PROPOSALS?

Lubbock Avalanche Journal?

Yes No

The Daily Commercial Record?

Yes No

From Plan Room or other type of service?

Yes No

Did you access the City of Lubbock website to search for bids?

Yes No

Facsimile or email from bidsync.com?

Yes No

Did you download from your home computer?

Yes No

Did you download from your company computer?

Yes No

Requested a copy from Lubbock Purchasing and Contract Management Department?

Yes No

Are you a member of Bid Sync?

Yes No

Other: _____

Please include this page with your submittal.

THANK YOU.

OIL CHANGE SERVICES-ANNUAL PRICING
CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Bidder and Agent
And Attached to Submittal

I, the undersigned Bidder, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this proposal. If this time requirement is not met, the City has the right to reject the Bidder's proposal and award the contract to another Proposer.

Bidder (Signature)

Bidder (Print)

Company Name (Print or Type)

Company Address

Name of Agent/Broker (Print or Type)

Address of Agent/Broker

City. State, Zip:

Phone Number

Fax Number

Email Address

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the bid number for which the insurance is being supplied.

If you have any questions concerning these requirements, please contact the Purchasing and Contract Management Department for the City of Lubbock at (806) 775-2572.

The Proposer must complete, sign and return as part of their submittal response.

City of Lubbock
Consideration of Location of Bidder's Principal Place of Business
Affidavit of Eligibility

Pursuant to Subchapter Z, Chapter 271, Texas Local Government Code, In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure for less than \$100,000 with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

In order to receive consideration, bidders must submit this affidavit to:

Marta Alvarez, Purchasing Manager
 City of Lubbock
 1625 13th Street, Room 204
 Lubbock, TX 79401

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

Address of the company's principal place of business within the United States: _____

1. How many residents of the City of Lubbock are employed at the above business location? _____
2. Year your business was established in the City of Lubbock: _____
3. For transactions that require sales tax, provide the following Reseller information:

Reseller Permit Number: _____

Company Name and Address (as it appears on permit):

4. Does your business have more than one office in the State of Texas? _____ Yes _____ No
 If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:

5. Was the local business required to pay business and/or real property tax for the most recent tax year?

_____ Yes _____ No

If Yes, did the local business pay any of this tax to the City of Lubbock? _____ Yes _____ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

OIL CHANGE SERVICES-ANNUAL PRICING
CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: _____

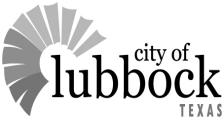
FEDERAL TAX ID or SOCIAL SECURITY No. _____

Signature of Company Official: _____

Printed name of company official signing above: _____

Date Signed: _____

The Proposer must complete, sign and return as part of their submittal response.

SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13 th Street, Rm 204 Lubbock, Tx 79401-3830	 AN EQUAL OPPORTUNITY EMPLOYER	CITY OF LUBBOCK, TEXAS
CONTACT PERSON: Robin Holder-Buyer TEL: 806.775.2129 FAX: 806.775.2164 http://purchasing.ci.lubbock.tx.us		INVITATION TO BID 10-043-RH
TITLE: Oil Change Services-Annual Pricing		SUBMITTAL DEADLINE: January 13, 2010, 2:00 PM CST
PRE BID DATE, TIME AND LOCATION: January 5, 2010, @ 10:00 AM CST, City Hall, 1625 13th Street, Purchasing Conference Room No. 204.		<i>Any bids received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.</i>
RESPONDENT NAME:	LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.	
MAILING ADDRESS:	IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".	
CITY – STATE – ZIP:	THE CITY OF LUBBOCK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY.	
TELEPHONE NO:	IT IS THE INTENT AND PURPOSE OF THE CITY OF LUBBOCK THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF LUBBOCK PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.	
FAX NO:		
E-MAIL:		
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO.		

**THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS BID IS BASED ON ANY ADDENDA POSTED ON
BIDSYNC.COM YES NO**

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm? YES NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN BID REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Lubbock. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Authorized Signature

Title

Print/Type Name

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

BID FORM

OIL CHANGE SERVICES-ANNUAL PRICING
CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH

In compliance with the Invitation to Bid No. 10-043-RH, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. The Invitation to Bid No. 10-043-RH is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter.

Full Service Oil Change/Filter (Cost Per Vehicle): The following vehicles are typical of the City fleet. **Provide costs excluding tax.** Your rates below should be representative of the rates that would be given for any type of vehicle in the fleet. Assume 6 quarts of oil for standard pricing.

ITEM	QTY (More or Less)	UNIT	VEHICLE TYPE	COST PER UNIT	EXTENDED COST
1.	135	Each	Non-Police Sedans	\$	\$
2.	397	Each	Police Sedans	\$	\$
3.	235	Each	½ Ton Pickups & SUV's	\$	\$
4.	77	Each	¾ Ton Pickups & SUV's	\$	\$
5.	112	Each	1 Ton Pickups & SUV's	\$	\$
6.	63	Each	Vans (all sizes)	\$	\$
7.	500	Quart	Oil. (Price for each additional quart of oil beyond 6 quarts)	\$	\$

Optional Services: Transmission Service including transmission filter and up to seven quarts of transmission fluid meeting O.E.M requirements. **Please give an estimated average cost per unit based on the varying types of vehicles listed above.**

ITEM	QTY (More or Less)	UNIT	VEHICLE TYPE	AVERAGE COST PER UNIT	AVERAGE EXTENDED COST
8.	50	Each	Additional cost for diesel engine oil filter	\$	\$
9.)a	100	Each	Transmission filter meeting O.E.M requirements	\$	\$
9.)b	700	Quart	Transmission fluid meeting O.E.M requirements	\$	\$
9.)c	100	Each	Transmission oil pan gasket (when needed)	\$	\$
9.)d	100	Each	Transmission Flush	\$	\$
9.)e	200	Each	Wiper Blade Replacement (single blade)	\$	\$
9.)f	100	Each	Air Filter	\$	\$

Indicate the number of days from award of contract that you would be ready to start-up operations: DAYS _____

The City of Lubbock is seeking a contract for Oil Change Services-Annual Pricing with one or more contractors. In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____ %, net _____ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct

invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES _____ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY _____ a corporation organized under the laws of the State of _____, or a partnership consisting of _____ or an individual trading as _____ of the City of _____

Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

M/WBE Firm:	Woman	Black American	Native American
	Hispanic American	Asian Pacific American	Other (Specify)

By _____ Date: _____
Authorized Representative - must sign by hand

Officer Name and Title: _____
Please Print

Business Telephone Number _____ FAX: _____

E-Mail Address _____

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

OIL CHANGE SERVICES-ANNUAL PRICING
CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH

THE CITY OF LUBBOCK APPRECIATES YOUR TIME AND EFFORT IN PREPARING YOUR BID. ALL BIDDERS SHOULD FAMILIARIZE THEMSELVES WITH THE FOLLOWING INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, AND ATTACHED SPECIFICATIONS.

I. INSTRUCTIONS TO BIDDERS

1 BID DELIVERY, TIME & DATE

1.1 The City of Lubbock is seeking written and sealed competitive bids to furnish Oil Change Services-Annual Pricing per the attached specifications. Sealed bids will be received no later than 2:00 p.m. CST, January 13, 2010, if date/time stamped on or before 2:00 p.m. at the office listed below. Any bid received after the date and hour specified will be rejected and returned unopened to the bidder. **EACH BID AND SUPPORTING DOCUMENTATION MUST BE IN A SEALED ENVELOPE OR CONTAINER PLAINLY LABELED IN THE LOWER LEFT-HAND CORNER: "ITB 10-043-RH, OIL CHANGE SERVICES-ANNUAL PRICING" AND THE BID OPENING DATE AND TIME. BIDDERS MUST ALSO INCLUDE THEIR COMPANY NAME AND ADDRESS ON THE OUTSIDE OF THE ENVELOPE OR CONTAINER.** Bids must be addressed to:

Marta Alvarez, Purchasing Manager
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

1.2 Bidders are responsible for making certain bids are delivered to the Purchasing and Contract Management Department. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service that provides a receipt. The City of Lubbock assumes no responsibility for errant delivery of bids, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

1.3 Bids will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No bids will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **THE CITY WILL NOT ACCEPT FAX BIDS.** The Bid Form **must be completed** in blue or black **ink** or by typewriter.

1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Bids **CANNOT** be withdrawn, altered, or amended after bid closing. Alteration made before bid closing must be initialed by bidder guaranteeing authenticity.

1.5 The City of Lubbock reserves the right to postpone the date and time for opening bids through an addendum.

2 PRE-BID MEETING

2.1 For the purpose of familiarizing bidders with the requirements, answering questions, and issuing addenda as needed for the clarification of the Invitation to Bid (ITB) documents, a pre-bid meeting will be held at 10:00 AM CST, January 5, 2010, @ City Hall, 1625 13th St, Lubbock, Texas in the Purchasing Department Conference Room No. 204. All persons attending the conference will be asked to identify themselves and the prospective bidder they represent.

2.2 It is the bidder's responsibility to attend the pre-bid meeting though the meeting is not mandatory. The City will not be responsible for providing information discussed at the pre-bid meeting to bidders who do not attend the pre-bid meeting.

2.3 The City of Lubbock does not discriminate against person with disabilities. City of Lubbock pre-bid meetings are available to all persons regardless of disability. If you would like information made available in a more accessible format or if you desire assistance, please contact the City of Lubbock ADA Coordinator, 1625 13th Street, (806)775-2018 at least forty-eight (48) hours in advance of the conference.

3 CLARIFICATION OF REQUIREMENTS

3.1 It is the intent and purpose of the City of Lubbock that this request permits competitive bids. It is the bidder's responsibility to advise the City of Lubbock Purchasing Manager if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be submitted in writing and must be received by the Purchasing Manager no later than five (5) business days prior to the bid closing date. A review of such notifications will be made.

3.2 ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO BID (ITB) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE BID CLOSING DATE AND ADDRESSED TO:

Robin Holder, Buyer
 City of Lubbock
 1625 13th Street
 Lubbock, Texas 79401
 Fax: (806) 775-2164
 Email: rholder@mylubbock.us
 BidSync: www.bidsync.com

4 ADDENDA & MODIFICATIONS

4.1 Any changes, additions, or clarifications to the ITB are made by **ADDENDA** information available over the Internet at www.bidsync.com. We strongly suggest that you check for any addenda a **minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most **public libraries**.

4.2 Any offeror in doubt as to the true meaning of any part of the ITB or other documents may request an interpretation thereof from the Purchasing and Contract Management Department. At the request of the offeror, or in the event the Purchasing and Contract Management Department deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing and Contract Management Department. Such addenda issued by the Purchasing and Contract Management Department will be available over the Internet at www.bidsync.com and will become part of the proposal package having the same binding effect as provisions of the original ITB. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Lubbock.

4.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Lubbock shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the City in writing or in this ITB should be used in preparing bid responses. All contacts that a bidder may have had before or after receipt of this ITB with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.

4.4 The City does not assume responsibility for the receipt of any addendum sent to bidders.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

5.1 Each bidder shall carefully examine all ITB documents and thoroughly familiarize itself with all requirements prior to submitting a bid to ensure that the goods and/or services being bid meet the intent of these specifications.

5.2 Before submitting a bid, each bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation to Bid. Failure to make such investigations and examinations shall not relieve the bidder from obligation to comply, in every detail, with all provisions and requirements of the Invitation to Bid.

6 BID SUBMITTAL

6.1 BIDDERS MUST SUBMIT THE ORIGINAL AND ONE COPY OF THE SEALED BID TO THE PURCHASING AND CONTRACT MANAGEMENT DEPARTMENT PRIOR TO **RESPONSE DUE**

DATE/TIME. FAILURE TO SUBMIT THE ADDITIONAL COPY MAY RESULT IN THE BID BEING DECLARED UNRESPONSIVE TO SPECIFICATION AND MAY NOT BE FURTHER EVALUATED. The original must be clearly marked “**ORIGINAL**” and the copy must be clearly marked “**COPY**”.

- 6.2 Bids must be submitted on the Bid Form and the Bidder must sign and date their bid in the space provided. Identify the item bid, including brand name and model number, if applicable. Enter unit price, extended cost, and delivery days in the columns provided. In the event of discrepancies in extension, the unit price shall govern. **THE BID FORM MUST BE COMPLETED IN BLUE OR BLACK INK OR BY TYPEWRITER.**
- 6.3 The City is exempt from Federal Excise, State Sales and Transportation taxes. **TAX MUST NOT BE INCLUDED IN BID.** Tax exemption certificates will be executed by the Purchasing Manager upon request.
- 6.4 Any information regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid.
- 6.5 Bids will not be considered unless bid F.O.B. delivered and include all delivery and packaging costs. The number of calendar days required to place the materials in the City's receiving point under normal conditions must be shown on the Bid Form. DO NOT quote shipping dates. Failure to indicate delivery days on the Bid Form will obligate Bidder to complete delivery in two weeks. A minimum of five days better delivery will automatically break a tie bid. Unrealistically short or undue long delivery promises may cause bid to be disregarded. Consistent failure of a bidder to meet delivery promises without a valid reason may cause removal from the bid list.
- 6.6 Bid prices must be firm for a minimum period of sixty (60) days. Bids subject to price increases will not be considered.
- 6.7 All bids, responses, inquiries, or correspondence relating to or in reference to this ITB, and all reports, charts, and other documentation submitted by bidders shall become the property of the City of Lubbock when received.
- 6.8 If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 6.9 **LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

7 BID PREPARATION COSTS

- 7.1 Issuance of this ITB does not commit the City of Lubbock, in any way, to pay any costs incurred in the preparation and submission of a bid. Also, should a bidder bid an alternate, any test costs to prove equality of product will be at the expense of the bidder, not the City of Lubbock.
- 7.2 The issuance of this ITB does not obligate the City of Lubbock to enter into contract for any services or equipment.
- 7.3 All costs related to the preparation and submission of a bid shall be paid by the bidder.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 8.1 If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 8.2 The City of Lubbock will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction.

In the event a public information request is received for a portion of your bid that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

8.3 Marking your entire bid CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

9 LICENSES, PERMITS, TAXES

9.1 The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

10 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

10.1 The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this ITB, Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

10.2 A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

11 CONFLICT OF INTEREST

11.1 The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lubbock.

11.2 By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

12 AUTHORIZATION TO BIND SUBMITTER OF BID

12.1 Bids must show vendor name and address of bidder. Bids must be manually signed by an officer of the company authorized to bind the submitter to its provisions. Person signing bid must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign bid will disqualify it.

12.2 The bid submitted by the bidder shall become an integral part of the contract between the City and the Bidder and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

13 BID AWARD

13.1 The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Lubbock. In determining the best value for the City of Lubbock, the City may consider:

- a) The purchase price;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidder's goods or services;
- d) The extent to which the goods or services meet the City's needs;
- e) The bidder's past relationship with the City;
- f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities;

- g) The total long-term cost to the City to acquire goods or services; and
- h) Any relevant criteria specifically listed in the Invitation to Bid.

13.2 The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities and to accept the offer most advantageous to the City of Lubbock in its sole discretion. Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the Bid Form

13.3 All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Conditions may result in disqualification of bid.

13.4 In case of tie bids, preference will be given to local bidders. Consistent and continued tie bidding on any commodity could be cause for rejection of bids by the City of Lubbock and/or investigation by the Attorney General to determine possible Anti-Trust violations.

13.5 Before the City may award a bid to a nonresident bidder, the nonresident bidder's bid must be lower than lowest bid submitted by a responsible Texas bidder by the same margin or amount that a Texas bidder would be required to underbid the nonresident bidder in the nonresident bidders' home state.

13.6 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

13.7 **NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS INVITATION TO BID.**

13.8 Responsible Bidder Criteria: The City shall consider only responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible Bidder.

13.9 In order to assure adequate coverage for remote locations throughout the City, **the City may make multiple awards, selecting multiple vendors to provide the services desired**, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

14 EQUAL EMPLOYMENT OPPORTUNITY

14.1 Bidder agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

15 SPECIFICATIONS

15.1 Any catalog, brand name or manufacturer's reference in the specifications is descriptive and NOT restrictive, and is used to indicate type and quality level desired. Bids on brands of like nature and quality may be considered unless specifically excluded.

15.2 If bidding on other than reference or specifications, bid must show manufacturer, brand, trade name, catalog and/or lot number, etc., on article offered and certify article offered is equivalent to specifications. If other than specified brand of items are offered, specifications, catalog sheets, illustrations and complete descriptive literature must be submitted with bid.

15.3 Bidders taking exception to any part or section of the specifications shall indicate such exceptions on the specifications. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

15.4 Minor deviations from written specifications shall not necessarily disqualify a vendor's bid. The City of Lubbock specification committee will be the sole determiner of what constitutes a minor deviation. The

City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of services being procured.

- 15.5 The City may deem it necessary to specify Approved Brands after conclusive testing, prior usage or standardization. The City may test any sample(s), supplied free of charge, to qualify for the Approved Brand list. Each sample must be marked with bidder's name and address. At bidder's request and expense, the sample(s) not destroyed or used in examinations and testing will be returned.
- 15.6 When specifications call for samples to be submitted, samples must be delivered by the bidder, at bidder's expense, to the Purchasing Manager no less than seven days prior to the opening of bids. Each sample must be clearly tagged to show bidder's name and address, item number, and the name of the item being substituted. The name of the manufacturer and brand name, technical data, intended use, and other pertinent data for product evaluation must accompany each sample.

16 QUALIFICATIONS OF BIDDERS

- 16.1 The Bidder may be required before the award of any contract to show to the complete satisfaction of the City of Lubbock that the Bidder or his Subcontractor has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy the City of Lubbock in regard to the Bidder's or his Subcontractor's qualifications.
- 16.2 The City of Lubbock may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder or his Subcontractor to perform the work, and the Bidder shall furnish to the City of Lubbock all information for this purpose that may be requested. The City of Lubbock reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City of Lubbock that the Bidder or his Subcontractor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's or his Subcontractor's qualifications shall include:
 - a) The ability, capacity, skill, and financial resources to perform the work or provide the service required;
 - b) The ability of the Bidder or his Subcontractor to perform the work or provide the service promptly or within the time specified, without delay or interference;
 - c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder or his Subcontractor;
 - d) The quality of performance of previous contracts or services.

17 ANTI-LOBBYING PROVISION

- 17.1 DURING THE PERIOD BETWEEN THE BID CLOSE DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE LUBBOCK CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.
- 17.2 This provision is not meant to preclude bidders from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder's bid.

18 BONDS, INSURANCE AND INDEMNITY

- 18.1 No bonds are required to be submitted with this bid.
- 18.2 The successful bidder shall meet the minimum insurance requirements as defined in Section II. A City of Lubbock Insurance Requirement Affidavit completed by the bidder's insurance agent/broker(s) must accompany each bid.
- 18.3 The successful bidder agrees to indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may anywise result there from, whether or not it shall be alleged or

determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subcontractor or assignee or its employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at its own expenses, satisfy discharge the same. Contractor expressly understands and agrees that any bond required by the contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

19 UTILIZATION OF LOCAL BUSINESS RESOURCES

The City desires, as much as practicable, to stimulate growth in all sectors of the local business community. Bidders are strongly encouraged to explore and implement methods for the utilization of local resources.

20 PROTEST

20.1 All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) business days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager.

All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.

20.2 **FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

21 CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

21.1 Pursuant to Subchapter Z, Chapter 271, Texas Local Government Code, In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

21.2 This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

21.3 In order to receive consideration, bidders must submit an Affidavit of Eligibility.

22 CONTRACT TERM AND PRICING

22.1 The contract shall be for a period of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for four additional one-year periods. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

22.2 Listed quantities are estimates only.

23 TERMINATION OF CONTRACT

This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

The City of Lubbock is aware of the time and effort you expend in preparing and submitting bids to the City. Please let us know of any bid requirement causing you difficulty in responding to our Invitation to Bid. We want to facilitate your participation so that all responsible vendors can compete for the City's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the City of Lubbock Purchasing Manager at (806) 775-2572.

OIL CHANGE SERVICES-ANNUAL PRICING
CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH

II. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

<u>TYPE</u>	<u>AMOUNT</u>
--------------------	----------------------

Worker's Compensation: The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of worker's compensation insurance coverage by Contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be a material breach of this Contract." The Contractor may maintain Occupational Medical and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the CITY OF LUBBOCK. The Contractor shall also provide to the CITY OF LUBBOCK proof of Employers' Liability in an amount no less than \$500,000.

Garage Liability Auto and Other coverage	\$1,000,000
---	--------------------

The City of Lubbock shall be named a primary additional insured Products/Comp/Op must be included with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

The City of Lubbock, its agents, elected and appointed officials, and employees are to be listed as additional insureds under the policies.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

NOTICES

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

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

Marta Alvarez, Purchasing Manager
 City of Lubbock
 1625 13th Street, Room 204
 Lubbock, Texas 79401

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

III. GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

- 1 **Requirements Contract:** During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used. In making its bid hereunder, the Contractor expressly recognizes the rights of the City provided herein, and further recognizes that the Contractor shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.
- 2 **Nonappropriation:** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
- 3 **Invoices:** Contractor shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Contractor shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.
- 4 **No Warranty By The City Against Infringements:** As part of the contract for sale, Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Contractor will save The City harmless. If Contractor in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
- 5 **Gratuities:** The City may, by written notice to the Contractor, cancel the contract or purchase order without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
- 6 **Force Majeure:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.

- 7 **Assignment-Delegation:** No right or interest in the contract shall be assigned or delegation of any obligation made by Contractor without the written permission of the City. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 8 **Material Safety Data Sheets:** Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CFR 1910.1200, which is generally known as the Right to Know Law.)
- 9 **Waiver:** No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 10 **Right To Assurance:** Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 11 **Unsatisfactory Work:** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 12 **Time:** It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Contractor to meet the time specifications of the contract will cause Contractor to be in default of the contract.
- 13 **Silence of Specification:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 14 **Environmental Stewardship:** The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:
 - minimize waste and pollution generation;
 - conserve natural resources and energy;
 - minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
 - use the highest available post-consumer content materials and products;
 - recycle and/or reuse as much as is possible, waste materials; and incorporate into project design energy efficient fixtures, appliances and mechanical equipment.
- 15 **The City Right to Audit:** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH

Specifications

Scope and Intent: The City of Lubbock seeks bids for a one-year contract (with four additional one-year extension options), to provide full-service oil change services for the City of Lubbock, servicing approximately 135 non-police sedans, 397 police sedans, 424 pickups and SUV's, and 63 vans throughout each calendar year. The proposal includes the requests for pricing the additional optional services for transmission service, air filter replacement and windshield wiper blade replacements. These service requirements are based on the manufacturers, and the City of Lubbock Fleet Services requirements. For purposes of this request, bidders should prepare the quotation with the intent of providing a minimum of three and a maximum of four oil change services annually per vehicle. Also, include the cost of providing at least one transmission service annually per city vehicle.

1. **Multiple Awards:** In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.
2. **Other City Departments/Like Items Added:** At any time during the term of this contract, or any extension thereof, other City departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.
3. **Standard Warranty:** Any materials and labor provided shall carry standard warranty coverage furnished by the trade in general.
4. **OSHA/WISHA:** The Contractor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Texas Industrial Safety and Health Act of 1970, and the standards and regulations issued thereunder, and certifies that all items furnished and purchased under the order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless Purchaser from damages assessed against Purchaser as a result of Contractor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.
5. **Drug and Alcohol Testing Program:** Vendor shall have a Drug and Alcohol Testing Program in place.
 - a. Explain how you plan to meet requirements for driver testing and safety sensitive employees. Include plan for the pre-employment, probable cause, post-accident, and random testing.
 - b. List name of certified laboratory used for testing and chain of custody procedures.
 - c. Attach a copy of your company's Drug Free Work Place Policy.

Service Requirements:

Full-Service Oil Change Service:

The following listing includes services and items that shall be included in your bid. These services shall include the basic engine oil, and oil filter, air cleaner replacement (as needed), chassis lubrication, vehicle inspection, and preventative maintenance checks:

Drain engine oil and remove engine oil filter. Dispose of these in accordance with Federal and State requirements. Install new engine oil filter and fill engine with oil. Oil shall meet all OEM warranty, and viscosity level requirements for 5W-20W through 15W-40W as required by the vehicle manufacturer's requirements for service. The service is to include up to six quarts of oil meeting O.E.M warranty requirements. If less than six quarts is are needed, a credit will be noted on the invoice. The service will include an engine oil filter that meets or exceed all OEM engine manufacturers warranty requirements.

1) Additional oil as required.

- a. Check air cleaner, and replace only if dirty or contaminated.
- b. Check windshield wiper blades, and replace if damaged or worn out.
- c. Lubricate chassis as recommended by chassis manufacturer.
- d. Perform “under hood visual inspection” for possible mechanical problems.
- e. Perform “under chassis visual inspection” for possible mechanical problems.
- f. Check and top off oil level of transmission and/or transaxle.
- g. Check and top off power steering reservoir oil level.
- h. Check and top off oil levels in differentials, rear and front, as equipped.
- i. Check and top off windshield washer fluid level.
- j. Clean windshield and all windows.
- k. Check and adjust tire pressures to requirements as marked on the tire.

Check the following items and advise the operator of any requirements. The operator shall be required to take the vehicle to their “Authorized Service Vendor” for assistance or maintenance in these areas.

2) ***Vendor shall NOT add to or change these items:***

- a. Check brake master cylinder reservoir and advise operator of need for additional fluid.
- b. Check Cooling system and advise operator of need for additional fluid.
- c. Check lights and lens and advise operator of any that are malfunctioning or damaged.

3) Vendor shall utilize products meeting or exceeding vehicle manufacturer specifications for support of warranty requirements. All components shall be of name brand manufacturer, to include liability coverage in the event of a failure and dispute over components or products utilized. Vendor shall provide a list of products, including Manufacturers Brand names that are intended to be used to complete this bid request and if awarded used to service the vehicles. Product listing shall include all items identified above.

4) Vendor shall provide the operator with a copy of the services performed, identifying the City ‘V’ number, located on the rear of the front fenders of vehicles with the City logo, or from the operator of un-marked vehicles. The vendor shall also forward a copy of each ticket to Fleet Services with the billing statements. The information shall include the current mileage and if equipped, the hour meter reading. At each service and before the vehicle leaves, the vendor will install a windshield sticker reminder on the windshield and it shall have the next oil change required based on miles and date.

CITY OF LUBBOCK, TEXAS
STATEMENT OF NO BID

The City of Lubbock is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting bids to the city. If you do not intend to bid on this requirement, please complete and return this form **prior to date shown for receipt of bid to:** Marta Alvarez, Purchasing Manager, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457.

We, the undersigned, have declined to bid on your ITB #_____ for the following reason(s):

Specifications too "tight", i.e. geared toward one brand or manufacturer only. (*Please explain reason below*)

Specifications unclear. (*Please explain below*)

Insufficient time to respond to Invitation to Bid.

We do not offer this product/s or equivalent. (*If you wish to remain on bidders list for other commodities and/or services, please state particular product and/or service under which you wish to be classified.*)

Our product schedule would not permit us to perform.

Unable to meet specifications.

Job too large.

Job too small.

Cannot provide required bonding.

Cannot provide required insurance.

Bidding through dealer.

Do not wish to do business with the City of Lubbock. (*Please explain below*)

Other (*Please specify below*)

REMARKS: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Business Telephone Number: _____ FAX: _____

Internet Address: _____

Company's Internet Web Page URL: _____

CITY OF LUBBOCK
NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
LUBBOCK COUNTY

_____ being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said bidder has not directly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self an advantage over any other bidder or bidders.

NAME OF FIRM

SIGNATURE OF BIDDER

TITLE

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State
of Texas residing at

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID/PROPOSAL

**CITY OF LUBBOCK
CONTRACT FOR SERVICES**

**OIL CHANGE SERVICES-ANNUAL PRICING
CITY OF LUBBOCK, TEXAS
ITB NO. 10-043-RH**

THIS CONTRACT, made and entered into this _____ day of _____, 2010, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and _____, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Oil Change Services-Annual Pricing and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City of Lubbock has heretofore adopted a resolution authorizing the acceptance of such bid, and the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Oil Change Services-Annual Pricing.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City the Oil Change Services-Annual Pricing specifically referred to as Item(s) No. _____ and more particularly described in the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein. The City agrees to pay the Contractor according to the payment schedule attached; said payment schedule does not include any applicable sales or use tax.
3. The Contractor shall perform the work according to the procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.
4. The contract shall be for a period of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for four additional one-year periods. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
--------------------	----------------------

Worker's Compensation: The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of worker's compensation insurance coverage by Contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be a material breach of this Contract." The Contractor may maintain Occupational Medical and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the CITY OF LUBBOCK. The Contractor shall also provide to the CITY OF LUBBOCK proof of Employers' Liability in an amount no less than \$500,000.

Garage Liability Auto and Other coverage	\$1,000,000
--	-------------

The City of Lubbock shall be named a primary additional insured Products/Comp/Op must be included with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

The Contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The Contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. This Contract consists of the following documents set forth herein; Invitation to Bid #10-043-RH, General Conditions, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK:

Tom Martin , Mayor

CONTRACTOR:

BY _____
Authorized Representative

ATTEST:

Rebecca Garza, City Secretary

Address

APPROVED AS TO CONTENT:

Mark Yearwood, CIO, Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney