



CITY OF SUGAR LAND

PURCHASING OFFICE

INVITATION TO BID - BID NO. 2009-19; LEASE- PURCHASE FINANCING OF ONE (1) FIRE TRUCK AND EQUIPMENT

IF HAND DELIVERED:

City of Sugar Land
City Secretary Office, 1st Floor
2700 Town Center Boulevard North
Sugar Land, Texas 77479

MAILING ADDRESS:

City of Sugar Land
City Secretary Office
P.O. Box 110
Sugar Land, TX 77487

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced **LEASE- PURCHASE FINANCING OF ONE (1) FIRE TRUCK AND EQUIPMENT** for City of Sugar Land.

**Sealed bids in quadruplicate, one (1) original and three (3) copies, shall be received no later than:
11:00 A.M., local time, Thursday, April 30 2009**

**Bids must be received in City Secretary's Office before opening date and time,
submitted in a sealed envelope or container stating on the outside, the Bidder's
name, address, ITB number, title, and due date.**

Bidder shall sign and date the bid. Bids that are not signed and dated will be rejected.

Please note that all the bids **must be received at the designated location by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **11:00 a.m., Thursday, April 30, 2009** at which time the sealed bids will be publicly opened and read. **You are invited to attend.**

Bidding documents are available at the City of Sugar Land's City Secretary Office. Addenda will be sent to all known ITB specification holders.

QUESTIONS REGARDING BID SPECIFICATIONS: All questions regarding this bid should be submitted in writing or emailed to the City of Sugar Land Purchasing Office. Questions and answers will be distributed to all known ITB specification holders. Questions regarding this bid must be received at the City of Sugar Land's Purchasing Office no later than **3:00 P.M., local time, Thursday April 23, 2009. Questions will not be accepted after this time.**

Please direct all questions regarding this bid to:

City of Sugar Land Purchasing Office
Todd Reed, Purchasing Manager
Telephone: 281-275-2734
Fax: 281-275-2741
E-mail: treed@sugarlandtx.gov

SECTION I
INSTRUCTIONS AND TERMS OF CONTRACT
BID NO. 2009-19

The City of Sugar Land will receive sealed bids for: **LEASE- PURCHASE FINANCING OF ONE (1) FIRE TRUCK AND EQUIPMENT**

IT IS UNDERSTOOD that the City Council of the City of Sugar Land reserves the right to reject any or all bids for any or all products and/or services covered in this invitation to bid and to waive informalities of defects in such bids. **Bids must be valid for twenty-five (25) days after opening.**

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. FACSIMILE AND/OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

A. BID PREPARATION

GENERAL INSTRUCTIONS: Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sugar Land Purchasing Office should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sugar Land's interpretation shall govern.

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

DESCRIPTIONS: Specifications **may** reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sugar Land to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them. The City of Sugar Land shall act as sole judge in determining quality and acceptability of products offered.

REFERENCES: City of Sugar Land requests bidder to supply, with this ITB, a list of three (3) references where your firm has supplied like products or services. Include name of firm, address, telephone number and contact name.

PRICING: Bidders are instructed to bid the total unit price on the item(s) specified, percent discount, or mark-up where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the tabulation sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional charges not shown on the bid will not be honored. All prices must be in ink.

SALES TAX: City of Sugar Land is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

ADDENDA: Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sugar Land Purchasing Office. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda on the Bidders Certification/Addenda Acknowledgement form found in this document.

B. RECEIVING BIDS

LATE BIDS: Bids received in the City after the submission deadline will be considered void and unacceptable. City of Sugar Land is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice received after the deadline for receiving bids shall not be considered.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any contract.

BID AWARD: The City shall award "all or part" of a contract to the lowest responsive and responsible bidder (s) providing the best value to the City meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.

In determining the lowest responsive and responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidders ability to comply with the contract.

C. TERMS AND CONDITIONS

BIDS MUST COMPLY with all federal, state, county and local laws concerning this type of good or service.

REMEDIES: The successful bidder and City of Sugar Land agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

FUNDING: Funds for payment have been provided through the City of Sugar Land budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Sugar Land fiscal year shall be subject to budget approval.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Sugar Land. More than one bid on any one contract from a firm or individual under different names shall be grounds for rejection of all bids in which the firm or individual has an interest. One or all bids will be rejected if there is any reason to believe that collusion exists between bidders

Bidders must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sugar Land, including affiliations and business and financial relationships such persons may have with City of Sugar Land officers.

By doing business or seeking to do business with the City of Sugar Land, including submitting a response to this Invitation to Bid, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire found on the last two pages of this document must be filled out and turned in with each bid.

PURCHASE ORDER: City of Sugar Land shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Sugar Land will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Sugar Land designated location) are to be included in the bid price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- (a) Vendor company name and address;
- (b) Name and address of the City of Sugar Land department the shipment is being made to;
- (c) City of Sugar Land purchase order number;
- (d) Descriptive information as to the items delivered, including quantity and part numbers.

INVOICES submitted for payment shall be addressed to:

City of Sugar Land
Accounts Payable
P.O. Box 110
Sugar Land, TX 77487

and shall reference the City of Sugar Land approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

QUALITY CONTROL: Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

INDEMNIFICATION: The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligations under this contract.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Sugar Land from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Sugar Land reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Sugar Land may have in law or equity. Bidder, in submitting this bid, agrees that City of Sugar Land shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Sugar Land shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Sugar Land, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Sugar Land.

LAW GOVERNING AND VENUE: The law of the State of Texas shall govern this contract and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Fort Bend County, Texas.

SECTION II
SPECIFICATIONS
BID NO. 2009-19

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

LEASE-PURCHASE SPECIFICATIONS

The City of Sugar Land is expected to be Bank-Qualified in 2009.

- 1. Total Amount to be Financed:** **\$623,300.00**
- 2. Terms:**
 - 2.1 Seven year repayment schedule
 - 2.2 Fourteen semi-annual payments, to begin November 2010
- 3. Escrow Account:**
 - 3.1 Anticipate funding and closing within 10 days of award
 - 3.2 Interest not to accrue until escrow is funded
 - 3.3 Expected delivery of equipment: May 2009
- 4. The following is required to be submitted with your bid: (see Tabulation Sheet page 9)**
 - 4.1 Interest Rate on Lease
 - 4.2 Proposed Payment Schedule
 - 4.3 Name of Escrow Agent
 - 4.4 Escrow Fee Schedule
 - 4.5 Current Interest Rate on similar escrow accounts

Bids must be valid for twenty-five (25) days after opening.

The apparent lowest qualified bidder will be contacted and required to submit all lease agreements to the City for review within 2 business days of contact. Bids submitted without all required information or who cannot meet the City's terms will be disqualified.

**SECTION III
REQUIRED FORMS
BID NO. 2009-19**

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. Failure to include the following forms, signed and dated, may result the bid being rejected.

1. Bidder Certification and Addenda Acknowledgment Tabulation Sheet
2. Bidder Information
3. Bidder Customer/Client References
4. Conflict of Interest Questionnaire (CIQ Form)

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	April 15 & April 22 2009
2	ITB Posted to bidsync.com	April 15 8:00 am
3	Pre-bid Conference	none
4	Questions Deadline	April 23 2009 3:00 pm
5	Questions Answered and Addendum posted	No later than April 24 2009 3:00 pm
6	Bids Due	April 30 2009 11:00 am
7.	Lease documents due from apparent low qualified bidder	May 4 2009 11:00 am
8	City Council Meeting for Intent to Award	May 19 2009 5:30 pm

B I D C H E C K L I S T

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- 1. THE BID HAS BEEN SIGNED AND DATED.
- 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- 4. REFERENCES AND CIQ FORM COMPLETED
- 5. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- 6. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

THE CITY OF SUGAR LAND
CITY SECRETARY OFFICE, 1ST FLOOR, ROOM 122
2700 TOWN CENTER BLVD. NORTH
SUGAR LAND, TEXAS 77479

- 7. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
COMPANY NAME, ADDRESS, BID NUMBER, TITLE, AND DUE DATE

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this ITB.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

AGENTS NAME: _____

AGENTS TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TABULATION SHEET

ITB 2009-19LEASE PURCHASE FINANCING OF ONE (1) FIRE TRUCK AND EQUIPMENT

The following information is required to be submitted with your bid:

Interest Rate on Lease: _____

Proposed Payment Schedule: _____

Name of Escrow Agent: _____

Escrow Fee Schedule: _____

Current Interest Rate on similar escrow accounts: _____

Bids must be valid for twenty-five (25) days after opening.

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: _____ #OF EMPLOYEES

CORPORATION: ____ PARTNERSHIP: ____ PROPRIETORSHIP: ____ L.L.C. ____ L.L.P. ____

YEAR EST ____ NO. OF YEARS IN BUSINESS ____ FEDERAL ID NO. _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

BANK REFERENCE: _____

NAME OF BANK OFFICER: _____

ADDRESS / CITY / STATE / ZIP : _____

PHONE NO. _____

BIDDER CUSTOMER / CLIENT REFERENCES

1. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

NAME OF CONTACT: _____

2. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

NAME OF CONTACT: _____

3. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

NAME OF CONTACT: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date