



INVITATION TO BID

NAME OF COMPANY SUBMITTING BID _____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced products and/or services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip 75601)
Longview, TX 75606

PHONE (903) 237-1324
FAX (903) 291-5323
purchasing@longviewtexas.gov

Sealed bids will be received no later than: 2:00 P.M., SEPTEMBER 25, 2019

MARK ENVELOPE:	BID NO. 1819-49, AUTOMOTIVE BATTERIES
RETURN BID TO:	CITY OF LONGVIEW PURCHASING OFFICE
	PO BOX 1952 – 300 W. COTTON (ZIP 75601)
	LONGVIEW, TEXAS 75606

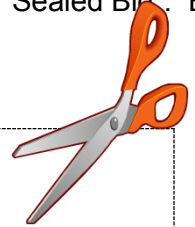
THE CITY OF LONGVIEW appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend.

Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324.

Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.

INVITATION TO BID

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.



SEALED BID ● DO NOT OPEN

AUTOMOTIVE BATTERIES

BID No. 1819-49

BID OPENING: SEPTEMBER 25, 2019 @ 2:00 P.M. CDT

For Information Contact:

**Jaye Latch
(903) 237-1324**

purchasing@longviewtexas.gov

**Company
Name:
Contact
Name:
Telephone
Number:**

Bids must be addressed to:

**Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606
or**

**Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601**

SECTION II – INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

Automotive Batteries

2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the goods and services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the goods and services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of goods and services specified, provided pricing, terms and conditions remain the same.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all goods and services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

2.02 BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS or DIGITAL SUBMISSIONS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview requests one original of your bid. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606

2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME. Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

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

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any 3interlineations, alteration, or erasure made before opening must be initialed by the signer of the bid.

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

2.09 BID AWARD: The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

2.10 CONTRACT: This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

2.11 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful bidder's net prices to other customers for goods and services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 A PRICE adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, Consumer Price Index, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

2.15 CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

2.16 ETHICS: 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 Longview.

2.17 EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.18 DESCRIPTIONS: Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

2.20 BID MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.21 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

2.23 REFERENCES: The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

2.24 BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

2.25 INDEMNIFICATION: The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

2.26 WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.27 TERMINATION OF CONTRACT: This contract shall remain in effect until the contract expires, until acceptance of performance of goods and services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the goods and services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

2.28 TERMINATION FOR DEFAULT: The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall no prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

2.29 NOTICE: Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, 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.

2.30 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

2.31 PURCHASE ORDER: A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

2.32 EACH INVOICE shall be number and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the goods and services delivered.

2.33 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.34 ITEMS, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.35 SAMPLES: When requested, samples shall be furnished free of expense to the City of Longview. Samples will be returned on request.

2.36 WARRANTY: The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

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

2.38 APPLICABLE LAW AND VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.39 EQUAL EMPLOYMENT OPPORTUNITY: The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

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

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

2.42 PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

2.43 This section not used.

2.44 BEST VALUE: THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Longview;
6. the impact on the ability of the City of Longview to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

2.45 NONRESIDENT BIDDERS: Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the non resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

2.46 OZONE ACTION DAYS – The successful bidder shall observe and follow City Policy in regard to operating equipment and providing goods and services on Ozone Action Days.

2.47 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to purchasing@longviewtexas.gov . Reference the section and page in question.

2.48 SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

2.49 INCLEMENT WEATHER: In case of inclement weather or any other unforeseen event causing the City to close for business on the date a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

2.50 STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
 - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
 - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
 - (3) minimizing the impact to the public health and the environment;
 - (4) neutralizing the effects of the incident;
 - (5) removing the discharged or spilled substances; and
 - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

2.51 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

2.52 DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by City Council, the successful bidder will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print and sign Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.
4. The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract. Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.

Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.

SECTION III - SPECIAL PROVISIONS

3.00 BID SECURITY: A bid security is not required.

3.01 SUPPORTING INFORMATION: When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.02 INSURANCE: The successful bidder shall meet the minimum insurance requirements of the Texas State Financial Responsibility Act for operation of vehicles(s) used in the delivery of items(s) purchased. If a specific insurance policy is to be furnished by successful bidder, it shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

SECTION IV - SCOPE OF WORK

5.00 GENERAL INFORMATION: The objective of this solicitation is to purchase Automotive and Heavy Duty Batteries for the Fleet Services Division. These parts are needed for replacement and preventive maintenance for city vehicles and equipment. This contract is an annual requirements style contract. City of Longview will order batteries on an as needed basis. The City does not guarantee any specific amounts either minimum or maximums. City of Longview offers no warranty of volume of products to be purchased and has listed the amount of products as an estimate only.

5.01 AWARD: For the purpose of evaluation, items left blank will be deemed “no bid”. **Award will be made by Section.** Bidders are not required to bid on each section. However, each line item of the section being bid, must have a bid price to be considered complete and valid.

NOTE: For the purpose of evaluation, items left blank will be deemed “no bid.” Items left blank could void the bidder from that section.

5.02 TOTAL COST: All costs associated with satisfying the requirements of this contract – including, but not limited to supplies, services and environmental/disposal fees – are to be included in the bid price.

5.03 CREDITS OR REPLACEMENT: During the term of this contract, the City may periodically deem certain items obsolete if the item no longer meets the needs of the City. The awarded bidder of each section shall replace the items or issue a credit for these obsolete items provided that the items are in the original carton and in marketable condition.

5.04 DELIVERY: Batteries will be ordered on an “as needed” basis. Ordered batteries shall be delivered within 2 hours of receipt of order. Extension to the 2 hour delivery limit may be granted by the City’s Fleet Services Division, when it can be substantiated that delays are being caused by repair parts supply time, i.e. factory backorders and that vendors took prompt action to request parts. All prices to be quoted F.O.B., City of Longview Public Works Service Center, 933 Mobile Dr., Longview, TX 75604. Allowance for special freight charges will be acceptable only when expedited delivery is approved by the City of Longview Fleet Services. Cores are to be picked up and credited on an as needed basis. Continuous delays in receiving batteries may be cause for termination of contract.

5.05 “CURRENT MANUFACTURER”: **All batteries in all bid sections must be branded Autocraft, Duralast, Interstate, Super Start, Motorcraft or equal.** Brand names are used as a standard only. Products are requested as “or equal” must be equal to or greater than in quality and function of the brands listed. Substitutions must be noted in the bid response section of the bid. It will be the City of Longview’s sole discretion if an automotive or heavy duty battery meets specifications or is equal. Sections that contain batteries that do not meet or exceed the quality and function of brands listed will be rejected.

5.06 CONDITION: At the time of delivery, the battery built date should be 90 days or less. Batteries should be in good condition at time of delivery. No swollen batteries. No acid leaking from batteries.

5.07 ALL BATTERIES MUST MEET PUBLISHED CCA (COLD CRANKING AMP). Sections that contain batteries that do not meet or exceed the minimum published CCA-Cold Cranking Amp’s as stated on the Bid Response sheet will be rejected.

5.08 Core Charge: Do not include core charge in the unit cost or extended cost of the battery. It is the intent of the City to return a used battery for every battery purchased.

5.09 AGM Batteries: AGM technology is needed for Police and Fire equipment. This type of battery is designed to better handle the higher load demands found on vehicles with additional electrical and electronic equipment. (AGM) Absorbent Glass Mat technology is a requirement for Section 1, items 4, 6 and 8. Section 1 Bids containing non AGM batteries for items 4, 6 and 8 will not be eligible for the award of Section 1.

SECTION V - BID RESPONSE

Section 1– Automotive Batteries

INSTRUCTIONS FOR BIDDING

Award will be made by Section. Bidders are not required to bid on each section. However, each line item of the section that is bid must have a bid price to be considered complete and valid. If bidding on Section 1, all items 1-8 must have a bid price listed. Incomplete line items will disqualify bidder from award.

NOTE: For the purpose of evaluation, items left blank will be deemed “no bid.” Items left blank could void the bidder from that section. Awarded bidder must be able to supply all batteries listed in awarded section within published timeframe (Section 5.04).

Note: AGM technology is needed for Police and Fire equipment. This type of battery is designed to better handle the higher load demands found on vehicles with additional electrical and electronic equipment. (AGM) Absorbent Glass Mat technology is a requirement for items 4, 6 and 8.

**** Do not include core charge in battery unit cost or extended cost****

Item Number	Group	Minimum CCA - Cold Cranking Amp	Description	Part Number	Manufacturer	Annual Estimated Qty	Unit Cost	Extended Cost
1.	27	700	Auto Battery			10		
2.	34	700	Auto Battery			10		
3.	48	700	Auto Battery			20		
4.	48(AGM)	750	Auto, Police/Fire Battery			30		
5.	65	750	Auto Battery			30		
6.	65(AGM)	750	Auto, Police/Fire Battery			30		
7.	78	800	Auto Battery			20		
8.	94(AGM)	800	Medic Battery			20		
Total:								

Section 2 – Heavy Duty Batteries

INSTRUCTIONS FOR BIDDING

Award will be made by Section. Bidders are not required to bid on each section. However, each line item of the section that is bid must have a bid price to be considered complete and valid. If bidding on Section 2, all items 1-4 must have a bid price listed. Incomplete line items will disqualify bidder from award.

NOTE: For the purpose of evaluation, items left blank will be deemed “no bid.” Items left blank could void the bidder from that section. Awarded bidder must be able to supply all batteries listed in awarded section within published timeframe (Section 5.04).

** Do not include core charge in battery unit cost or extended cost**

Item Number	Group	Minimum CCA - Cold Cranking Amp	Description	Part Number	Manufacturer	Annual Estimated Qty	Unit Cost	Extended Cost
1.	31TP	950	Top Post Battery			30		
2.	31TS	950	Threaded Stud Battery			70		
3.	4D	1000	Battery			5		
4.	8D	1000	Battery			5		
Total:								

I have read and agree to the terms and conditions of this bid request.

NAME _____ TITLE _____

SIGNED _____

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

EMAIL _____

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY _____

Addenda Acknowledgement:

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: _____

Signature: _____

ATTACHMENT I

REFERENCES

List the clients for which you already provide services similar in scope to the services specified in this document.

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or similar product/service.

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

**ATTACHMENT II
BID AFFIDAVIT**

All pages in offerer's bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____
On this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____
and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.
YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____ (give state).

Name and Address of offerer:

_____ Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on this the _____ day of, 20_____
(name of Notary)

Notary Public in and for the State of _____

ATTACHMENT III

**City of Longview
House Bill 89 Verification**

Pursuant to Section 2270.002 of the Texas Government Code, the City of Longview is prohibited from entering a contract for goods or services unless the contract contains a written verification from the vendor that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The statute defines the phrase "boycott Israel" to mean, "...refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

There are certain exceptions to this requirement. Please examine the section below entitled "Claim an Exemption." If you qualify for one or more of the exemptions listed, please fill out the section entitled "Claim an Exemption," sign it, date it, and have your signature notarized. Do not fill out the section entitled "Verification that the Company Does Not Boycott Israel."

If you do not qualify for one of the listed exemptions, do not fill out the section entitled "Claim an Exemption." Instead, fill out the section entitled "Verification that the Company Does Not Boycott Israel," sign it, date it, and have your signature notarized.

Claim an Exemption

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company is exempt from the requirements of Chapter 2270 of the Texas Government Code because (check all that apply):

- The Company is a sole proprietorship; or
- The Company has less than 10 full-time employees; or
- The value of the contract between the Company and the City of Longview is less than \$100,000.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

Verification that the Company Does Not Boycott Israel

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, under the provisions of Chapter 2270 of the Texas Government Code:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract between the Company and the City of Longview, Texas.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

ATTACHMENT IV

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

www.ethics.state.tx.us <<http://www.ethics.state.tx.us/>> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.