

REQUEST FOR PROPOSALS (RFP) RFP 24-001 Fleet Vehicle Replacement

The City of League City is now accepting sealed proposals for Proposal Name. Sealed proposals must be received by **2:00 p.m., CST, Thursday, November 7, 2023** (The clock located at the front desk in City Hall will be the official time.) Proposals received after this deadline will not be opened and will be considered void and unacceptable.

Proposals will be publicly opened in a manner that does not reveal their contents immediately following the due date and time at City of League City, City Hall, 300 West Walker Street League City, TX 77573. The contents of all proposals will remain confidential until after a contract has been awarded by City Council.

The RFP packet may be obtained from the City's website at: <u>https://www.leaguecitytx.gov/bids.aspx</u>

All inquiries about this RFP must be submitted in writing to the Purchasing Department at via email: <u>purchasing@leaguecitytx.gov</u>.

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City of League City Request for Proposal 24-001 Fleet Vehicle Replacement

I. Introduction

The City of League City is soliciting proposals from interested and qualified firms to Fleet Vehicle Replacement. The City reserves the right to make a single award or multiple awards to accomplish all services outlined in this RFP.

A. Clarification and Interpretation of RFP

- 1. The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
- 2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

B. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the proposer's products and services as they compare to the other providers and as they pertain to the needs of the City's organization as defined in this document.

C. Confidential or Proprietary Information

Throughout the process of evaluating proposals and negotiating a contract, all information contained in proposals shall be kept confidential. Upon Council award of contract or rejection of all proposals, contracting information, as defined by Texas Government Code 552 and in this document, shall be open for public inspection. This includes successful and unsuccessful proposals. Exceptions may be made if releasing the information would harm City interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains trade secrets, or proprietary information.

Any information that the potential vendor or Proposer believes may be considered proprietary, confidential or a trade secret should be stamped with the term CONFIDENTIAL on that part of the proposal. All proposals and parts of proposals which are not marked as confidential will be automatically considered public information after the contract is awarded. If the vendor, contractor, potential vendor, or potential Proposer wishes to claim that information is proprietary, they must demonstrate based on specific factual evidence that disclosing the information would reveal an individual approach to work, organizational structure, staffing, internal operations, processes, or discounts, pricing methodology, cost data or other pricing information that will be used in future solicitation or bid documents; or give advantage to a competitor.



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In the event that information contained in those sections marked confidential are included in an Open Records Request, the City will decline to release the information for the purpose of requesting an attorney general decision. The City will make a good faith effort to contact the vendor, so they may submit in writing to the attorney general the reasons why the information should be withheld or released. If the vendor cannot be contacted, the information may be released without further review. The process to be followed upon receipt of the request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

- City will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) with the information should be withheld and a letter, memorandum, or brief in support of that reason.
- 2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum, or brief contacts the substance of the information requested, the copy sent may be a redacted copy.
- 3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general received the request for a decision.

<u>Contracting Information</u> – information in a voucher or contract relating to the receipt of expenditure of public funds; solicitations or bid documents; communications sent between the City and a vendor, contractor, potential vendor or potential Proposer during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between City and a vendor or Proposer related to the performance of a final contract with City or work performed on behalf of City.

<u>Trade Secrets</u> – all forms and types if information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique process, procedure, financial date, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

D. Background Information

League City is a home-rule, incorporated city with a 2023 population of approximately 118,740. The city encompasses approximately 52 square miles and is in the Houston



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metropolitan area. The city lies in northern Galveston County and southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage. The City is governed by a Council/Manager form of government and municipal services are provided by 584 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

II. Instructions to Proposers

A. General

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified.

 At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City. Proposers can attend in person at the address below:

> City Hall 300 West Walker Street League City, TX 77573

Receipt of Proposals and Sign-In Sheet will be uploaded to the City Website within 48 hours after proposal opening.

2. The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 25 pages. excluding cover page, resumes, sample documents and attachment A forms. Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Preferred binding is paper clip, binder clip or three-ring binder.



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B. Proposal Submission

The City will receive proposals electronically through Public Purchase or hard copies delivered to the Purchasing Department.

1. Public Purchase – Electronic Submission

Proposals can be received electronically through <u>www.publicpurchase.com</u>. Instructions for Public Purchase can be found on Attachment B. Please be advised it can take up to 24 hours for an account to become active with Public Purchase. If you need any assistance with the process, you can contact Public Purchase at <u>support@publicpurchase.com</u>.

2. Delivery or Mail - Hard Copies

Hard copy proposals can be submitted with one (1) marked original, one (1) marked copy and one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to: City of League City

Purchasing Department City Hall 300 West Walker League City, TX 77573 Monday – Thursday 7:30 am to 5:30 pm Friday: 7:30 am to 12:00 pm

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.

Mark envelope/package: 24-001 Fleet Vehicle Replacement

C. Proposal Timeline

The vendor/Proposer selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

| Request for Proposals Issued: | October 10, 2023 |
|------------------------------------|---------------------------------------|
| Deadline for Submitting Questions: | October 27, 2023 by close of business |
| Proposal Submission Deadline: | November 7, 2023, 2:00 p.m. |
| Anticipated Contract Start Date: | January 1, 2024 |

III. Scope of Work

A. General

The city of League City is soliciting proposals from Respondents qualified, responsible, and willing to provide the following Goods and/or Services in compliance with all solicitation requirements contained or referenced herein.

General Description: To provide the city of League City with Fleet Vehicles as per specifications herein. Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, not restrictive. The proposer may offer any product that meets or exceeds the applicable



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specifications. The proposer must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. The city of League City shall determine in its sole discretion whether a product is acceptable as an equivalent.

The city of League City further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with the city of League City. The city of League City may make multiple awards, and this fact should be taken into consideration by each vendor.

Vehicle Description: The city of League City anticipates purchasing twenty-three vehicles which must be a new 2022, 2023 or 2024 model specified in the following table.

| Item | Description | Quantity |
|------|--|----------|
| Α | Extended Cab Half-Ton 4x2 Pickup Truck (equivalent to Ford F150) | 1 |
| В | Extended Cab Half-Ton 4x4 Pickup Truck (equivalent to Ford F150) | 2 |
| С | Full Four Door Crew Cab Half-Ton 4x4 Pickup Truck (equivalent to Ford F150) | 2 |
| D | Extended Cab 3/4 Ton 4x2 Pickup Truck (equivalent to Ford F250) | 2 |
| E | 3/4 Ton Extended Cab and Chassis 4x2 56" CA (equivalent to Ford F250) | 1 |
| F | Extended Cab 3/4 Ton 4x4 Pickup Truck (equivalent to Ford F250) | 2 |
| G | Full Four Door Crew Cab 3/4 Ton 4x2 Pickup Truck (equivalent to Ford F250) | 2 |
| Н | Full Four Door Crew Cab 1 Ton SRW 4x2 Pickup Truck (equivalent to Ford F350) | 2 |
| I | 1 Ton Full Four Door Crew Cab and Chassis DRW 4x2 84" CA (equivalent to Ford F350) | 1 |
| J | 1 Ton Full Four Door Crew Cab and Chassis DRW 4x2 60" CA (equivalent to Ford F350) | 2 |
| К | Cargo Van Low Roof (equivalent to Ford Transit) | 1 |
| L | Cab and Chassis Regular Cab 4x2 19,500 GVWR 84" CA (equivalent to Ford F550) | 1 |
| М | Cab and Chassis Regular Cab 4x2 33,000 GVWR 84" CA (equivalent to Ford F750) | 4 |

IV. Proposal and Evaluation Format

Proposer's submission package shall consist of the following:

- 1. Completed Proposal Cover Sheet
- 2. Tab A Ability to meet all City needs.
- 3. Tab B Availability and delivery schedule of products.
- 4. Tab C Vendor Location.
- 5. Tab D Pricing and Fees
- 6. Tab E Forms (Attachment A)
 - Public Information Act
 - Conflict of Interest Questionnaire

A. Proposal Format

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

- 1. TAB A Ability to meet City's needs
 - a) The ability to provide each type and quantity of vehicles listed in the vehicle description table on page 7.



- 2. TAB B Availability and delivery schedule of products.
 - a) The availability and delivery timeframe of each type and quantity of vehicles listed in the vehicle description table on page 7.
 - b) Delivery date is an evaluation factor. Be realistic on your dates. You will be evaluated based on the timeframe you indicate and held to it. Failure to meet the promised date may be considered a breach of contract and the order cancelled.

3. TAB C – Vendor Location

- a) Proximity of vendor location to League City.
- 4. TAB D Pricing and Fees
 - a) All rates and fees must be listed on the proposal cost sheet. The city will not be responsible for paying any fees not specifically listed. The fees and charges presented shall remain firm for the original term of the agreement.
 - b) As the city of League City is a local government, and therefore exempt from registration fees and taxes, the city will handle all registration paperwork relating to obtaining the title and license plates for vehicles purchased.
 - c) Warranty will begin no sooner than following delivery of the vehicle to 1535 Dickinson Avenue, League City, TX 77573.
- 5. <u>TAB E Forms (Attachment A)</u>
 - a) Completed City of League City Texas Public Information Act
 - b) If required, provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ).

B. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. During the evaluation process, Proposers may be asked for additional information or clarification of proposal as needed. The City will evaluate all proposals based on the following criteria. The City will evaluate all proposals based on the following criteria:

| Criteria | Points |
|--------------------------------------|--------|
| Ability to meet City's needs | 20 |
| Availability and delivery of product | 20 |
| Vendor Location | 10 |



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| Pricing and Fees | 45 |
|-------------------------------|----|
| Overall Responsiveness to RFP | 5 |

- 2. Pricing and fees will be evaluated based on the total cost. The formula used will be: lowest price/proposal being reviewed price * 45.
- 3. Once proposals are scored, the evaluation team will select finalist and decide whether interviews should be conducted. Should interviews be conducted, each evaluation team member will award each finalist up to 30 points for their oral presentation and can amend proposal scores based on the interview.
- 4. Proposal and interview scores will be combined, and the highest overall proposal identified. City will then begin contract negotiations with that Proposer.
- 5. Should negotiations be unsuccessful, the City shall enter negotiations with the next, highest ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.
- 6. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
- 7. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as the appropriateness of an award to the best evaluated proposer. The information maybe appended to proposal evaluation process results.

V. Contract Terms and Conditions

A. General

The contract length will be determined by the delivery dates quoted by the winning bid. The City reserves the right to make a single or multiple awards, whichever are the best value to the City to accomplish all services outlined in this proposal.

B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.



C. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.



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TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

QUANTITIES: The quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.



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- (1) <u>Workman's Compensation Insurance</u> as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than <u>\$1,000,000.00</u>;
- (2) <u>Employers Liability Insurance</u> protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than <u>\$100,000.00</u>.
- (3) <u>Comprehensive General Liability Insurance</u> including products/completed operation with limits of liability of not less than: Bodily Injury <u>\$1,000,000.00</u> per each person, <u>\$1,000,000.00</u> per each occurrence/<u>\$2,000,000.00</u> aggregate; Property Damage <u>\$1,000,000.00</u> per each occurrence;
- (4) <u>Excess Liability Insurance</u> Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of <u>\$5,000,000.00</u> excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <u>https://www.leaguecitytx.gov/bids.aspx</u>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or nondelivery of mail, carrier, etc. The date/time stamp at the Purchasing Department's desk at City Hall, 300 West Walker Street, League City, Texas, 77573 shall be the official time of receipt.

ALTERING PROPOSALS: Proposals 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 proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.



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PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

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 respondent 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 League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents 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 League City, including affiliations and business and financial relationships such persons may have with City of League City officers. By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, 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 within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City 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 League City designated location) are to be included in the proposal price.



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INVOICES: Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: City of League City, Accounts Payable at, <u>accountspayable@leaguecitytx.gov</u>. Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St., League City, TX 77573. Periodic payments will be made within thirty (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.

WARRANTY: Successful respondent 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.

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

TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

- 1. Fails to complete project in a timely manner agreed upon by both parties;
- 2. Otherwise fails to perform in accordance with this contract;
- 3. 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 League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City 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 League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies



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essential to the completion of the compensation and classification study, not withstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a *Certificate of Interested Parties (Form 1295*) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: https://www.ethics.state.tx.us/File/

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list. <u>https://comptroller.texas.gov/purchasing/publications/divestment.php</u>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of League City from entering into а contract with that vendor. Below is а link to the list. https://comptroller.texas.gov/purchasing/publications/divestment.php

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.

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Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

Proposal Cover Sheet Due Date: Thursday, November 7, 2023 at 2:00pm

| Chastang Ent | exprises t | louston (| LC |
|-----------------------------------|-------------------------|--------------------|--------------------|
| lame of Firm/Company | | | |
| Cody Delane | 4 | Govt Sal | es Mar |
| gent's Name (Please Print) | | Agent' | s Title U |
| 6200 North Loop | East Houston | TX | 77026 |
| failing Address | City | State | Zip |
| 713-678-5000 | Co | lelanería | |
| elephone Number | | Ema | il Address |
| the lot | | 11/7/ | 23 |
| unorized Signature | | D | ate |
| Dr | posal Submission C | hacklist | |
| | sion package shall co | | ina: |
| Proposal Cover Sheet | | | |
| Proposal (If hard copy submitted | l: one marked original, | one marked copy | and a flash drive) |
| Proposal Cost and Specification | - | | · |
| Bid Bond (If Applicable) | | | |
| Public Information Act Form | | | |
| Conflict of Interest Questionnair | e | | |
| | | | |
| 111111111111 | ication and Addenda | _ | |
| Proposer must initial r | ext to each addendu | m received to veri | fy receipt: |
| Addendum #1 Adde | endum #2_ <i>0</i> 0 | Addendum # | <u>s CD</u> |
| Addendum #4 Add | endum #5_ <i>CD</i> | Addendum ‡ | 6 <i>CD</i> |
| | | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

General Instructions: To provide the city of League City with Fleet Vehicles as per specifications herein. Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, not restrictive. The proposer may offer as many products per listed item that they would like the city to consider. The proposer must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. The city of League City shall determine in its sole discretion whether a product is acceptable as an equivalent.

Price is an important consideration, but not the only consideration as fitness for a specific purpose; reliability and dependability of the proposer, manufacturer, and vehicle; estimated delivery times; impacts of noted exceptions; and overall responsiveness will also be considered.

Vendors are encouraged to submit as many makes/models that are comparable to the requested item. If the vendor has several vehicles that are comparable to item A (for example they have a comparable vehicle that is a V8, but also one that is a V6 but cán be delivered sooner), vendor can submit two Item A specification forms.

| ltem | Description | Quantity |
|------|--|----------|
| A | Extended Cab Half-Ton 4x2 Pickup Truck (equivalent to Ford FI50) | 1 |
| В | Extended Cab Half-Ton 4x4 Pickup Truck (equivalent to Ford F150) | 2 |
| С | Full Four Door Crew Cab Half-Ton 4x4 Pickup Truck (equivalent to Ford F150) | 2 |
| D | Extended Cab 3/4 Ton 4x2 Pickup Truck (equivalent to Ford F250) | 2 |
| E | 3/4 Ton Extended Cab and Chassis 4x2 56" CA (equivalent to Ford F250) | 1 |
| F | Extended Cab 3/4 Ton 4x4 Pickup Truck (equivalent to Ford F250) | 2 |
| G | Full Four Door Crew Cab 3/4 Ton 4x2 Pickup Truck (equivalent to Ford | 2 |
| Η | Full Four Door Crew Cab 1 Ton SRW 4x2 Pickup Truck (equivalent to Ford F350) | 2 |
| I | 1 Ton Full Four Door Crew Cab and Chassis DRW 4x2 84" CA (equivalent to Ford F350) | 1 |
| J | 1 Ton Full Four Door Crew Cab and Chassis DRW 4x2 60" CA (equivalent to Ford F350) | 2 |
| κ | Cargo Van Low Roof (equivalent to Ford Transit) | 1 |
| L | Cab and Chassis Regular Cab 4x2 19,500 GVWR 84" CA (equivalent to Ford F550) | 1 |
| М | Cab and Chassis Regular Cab 4x2 33,000 GVWR 84" CA (equivalent to Ford F750) | 4 |

Vehicle Description: The city of League City anticipates purchasing twenty-three vehicles which must be a new 2022, 2023 or 2024 model specified in the following table.

RFP 24-001 Fleet Vehicle Replacement

ITEM A: Extended Cab Half-Ton 4x2 Pickup Truck (equivalent to Ford F150)

LEAGUE CITY

| Year, Make , Model | Miles | Price | Delivery Time |
|--------------------|--------------------|--------------|----------------------|
| 24 Ford F150 | 10 | 41,995 | 120 Rugs |
| | uantity Available: | Proposal No: | A |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|--|------------------------|--------------------------|------------------------------------|
| Exterior Color: White | × | | |
| V-8 Gasoline Engine | 5 | | X |
| Minimum GVWR 6,000 lbs. | × | | |
| 4x2 Drive | X | 5 22 | |
| Extended Cab | X | | |
| Bed Size: 6 1/2' | X | | |
| Automatic Transmission with Overdrive | × | | |
| Electronic Locking Rear Axle | | | × |
| 40/20/40 Vinyl Seats | X | | |
| Rubber Flooring | X | | |
| Driver & Passenger Front Airbags | X | | |
| Power Steering | X | | |
| Power Windows and Door Locks | X | | |
| Air Conditioning | X | 4- 5 - | |
| Manufacturer Standard AM/FM Radio | × | | |
| Four-wheel Anti-lock Braking System (ABS) | x | | |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | | | × |
| All Season Tires with Full Size Spare | X | | |
| Backup Camera | X | · · · | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | X | | |
| | | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

| ITEM A: Continued | Proposal No: | A | | |
|---|--------------|---|--|--|
| Two Full Length Running Boards (one on driver's side and one on passenger side) | x | | | |
| Commercial Grade Spray-In Bedliner to cover Bed, Sides, Tailgate Front and Top of Rail | x | | | |
| Window Tint 30% | X | | | |
| Aluminum Single Lid Crossover Toolbox (Cam Locker or equivalent) | X | | | |
| Three (3) Sets of Keys | X | | | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | | | |



RFP 24-001 Fleet Vehicle Replacement

ITEM B: Extended Cab Half-Ton 4x4 Pickup Truck (equivalent to Ford F150)

LEAGUE CITY

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| Year, Make , Model | | Miles | Price | Delivery Time |
|--------------------|---------------------|-------|--------------|------------------|
| 24 Ford F-150 | | 10 | 47,530 | 120 Days |
| | Quantity Available: | 2 | Proposal No: | В |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|--|------------------------|--------------------------|------------------------------------|
| Exterior Color: White | X | | |
| V-8 Gasoline Engine | | X | |
| Minimum GVWR 6,000 lbs. | X | æ .# | |
| 4x4 Drive with Auto Locking Hubs | ĸ | 1 | -E. |
| Extended Cab | X | | |
| Bed Size: 6 ¹ /2' | X | - | - |
| Automatic Transmission with Overdrive | × | | |
| Electronic Locking Rear Axle | × | | |
| 40/20/40 Vinyl Seats | × | | |
| Rubber Flooring | × | | |
| Driver & Passenger Front Airbags | X | | , |
| Power Steering | X | | - |
| Power Windows and Door Locks | X | | |
| Air Conditioning | X | | |
| Manufacturer Standard AM/FM Radio | × | 1 | |
| Four-wheel Anti-lock Braking System (ABS) | X | | |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | X | | |
| All Season Tires with Full Size Spare | X | | |
| Backup Camera | X | | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | X | | |

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Purchasing Department

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RFP 24-001 Fleet Vehicle Replacement

| ITEM B Continued | Proposal No: | B | |
|---|--------------|---|--|
| Two Full Length Running Boards (one on driver's side and one on passenger side) | X | | |
| Commercial Grade Spray-In Bedliner to cover Bed, Sides, Tailgate Front and Top of Rail | X | | |
| Window Tint 30% | X | | |
| Aluminum Single Lid Crossover Toolbox (Cam Locker or equivalent) | X | | |
| Three (3) Sets of Keys | X | | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | - | |

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Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

ITEM C: Full Four Door Crew Cab Half-Ton 4x4 Pickup Truck (equivalent to Ford F150)

| Year, Make , Model | | Miles | Price | Delivery Time |
|--------------------|---------------------|-------|--------------|---------------|
| 24 Ford F-150 | | 10 | 48,495 | 120 Days |
| | Quantity Available: | 2 | Proposal No: | C |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|--|------------------------|--------------------------|------------------------------------|
| Exterior Color: White | X | | |
| V-8 Gasoline Engine | | X | - |
| Minimum GVWR 6,000 lbs. | X | | |
| 4x4 Drive with Auto Locking Hubs | × | | |
| Full Four Door Crew Cab | × × | | |
| Bed Size: 6 ¹ / ₂ ' | X | | |
| Automatic Transmission with Overdrive | X | | |
| Electronic Locking Rear Axle | X | | |
| 40/20/40 Vinyl Seats | X | | |
| Rubber Flooring | X | | |
| Driver & Passenger Front Airbags | X | | |
| Power Steering | щX | | |
| Power Windows and Door Locks | X | | |
| Air Conditioning | а 🗶 | | |
| Manufacturer Standard AM/FM Radio | ÷ X | | |
| Four-wheel Anti-lock Braking System (ABS) | X | | |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | X | | |
| All Season Tires with Full Size Spare | X | | |
| Backup Camera | X | | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | X | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

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|--------------------------|--|--|--|
| Proposal No: | C | | |
| × | | | |
| X | | | |
| X | | | |
| X | | | |
| X | | | |
| - X- | | | |
| | Proposal No: X X X X X X | | |





Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

ITEM D: Extended Cab 3/4 Ton 4x2 Pickup Truck (equivalent to Ford F250)

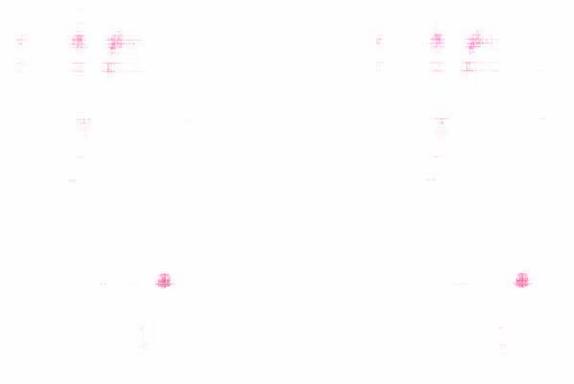
| Ye | ar, Make , | Model | | | Miles | Price | Delivery Time |
|----|------------|-------|-------|---------------------|-------|--------------|---------------|
| | 2024 | Ford | F-250 | | 10 | 48,695 | 120 Days |
| | | | | Quantity Available: | 2 | Proposal No: | D |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|--|------------------------|--------------------------|------------------------------------|
| Exterior Color: White | × | | |
| V-8 Gasoline Engine | X | | |
| Minimum GVWR 10,000 lbs. | ×# # | and a second | |
| 4x2 Drive | XII | ar 11000 a | |
| Extended Cab | X | | |
| Bed Size: 6 ½' | X | | |
| Automatic Transmission with Overdrive | X | | |
| Electronic Locking Rear Axle | X | | |
| 40/20/40 Vinyl Seats | × | | |
| Rubber Flooring | x | | |
| Driver & Passenger Front Airbags | X | | |
| Power Steering | X | | |
| Power Windows and Door Locks | X | | |
| Air Conditioning | X | \ | |
| Manufacturer Standard AM/FM Radio | X | | |
| Four-wheel Anti-lock Braking System (ABS) | X | | |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | X | | |
| All Season Tires with Full Size Spare | X | | |
| Backup Camera | X | - | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | X | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

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|---|--------------|------------------|
| ITEM D Continued | Proposal No: | D |
| Two Full Length Running Boards (one on driver's side and one on passenger side) | × | |
| Commercial Grade Spray-In Bedliner to cover Bed, Sides, Tailgate Front and Top of Rail | X | |
| Window Tint 30% | | |
| Aluminum Single Lid Crossover Toolbox (Cam Locker or equivalent) | X | |
| Three (3) Sets of Keys | X | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | × | |



RFP 24-001 Fleet Vehicle Replacement

ITEM E: 3/4 Ton Extended Cab and Chassis 4x2 56" CA (equivalent to Ford F250)

LEAGUE CITY

| Year, Make , Model | | Miles | Price | Delivery Time |
|--------------------|---------------------|-------|--------------|---------------|
| 2024 Ford F-250 | | 10 | 47,295 | 120 Days |
| | Quantity Available: | t | Proposal No: | E |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|---------------------------------------|------------------------|--------------------------|------------------------------------|
| Exterior Color: White | × | | |
| V-8 Gasoline Engine | × | _ | |
| Minimum GVWR 10,000 lbs. | X | a | |
| 4x2 Drive | X | | E F ¹ |
| Extended Cab | X | | uppers of the sec |
| 56" Cab to Axle | X | 1 | 1. (H) |
| Automatic Transmission with Overdrive | X | _ | |
| Electronic Locking Rear Axle | X | field a | |
| 40/20/40 Vinyl Seats | X | | |
| Rubber Flooring | X | | |
| Driver & Passenger Front Airbags | X | | - |
| Power Steering | X | | |
| Power Windows and Door Locks | × | | 4 |
| Air Conditioning | X | | |
| Manufacturer Standard AM/FM Radio | X | | |
| Four-wheel Anti-lock Braking System | X | | |
| (ABS) | X | | |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | X | | |
| All Season Tires with Full Size Spare | X | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

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|---|--------------------------|---|--|--|
| ITEM E Continued | Proposal No: | E | | |
| Window Tint 30% | × | | | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | X | | | |
| Two Full Length Running Boards (one on driver's side and one on passenger side) | X | | | |
| Three (3) Sets of Keys | X | | | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | | | |







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RFP 24-001 Fleet Vehicle Replacement

ITEM F: Extended Cab 3/4 Ton 4x4 Pickup Truck (equivalent to Ford F250)

LEAGUE CITY

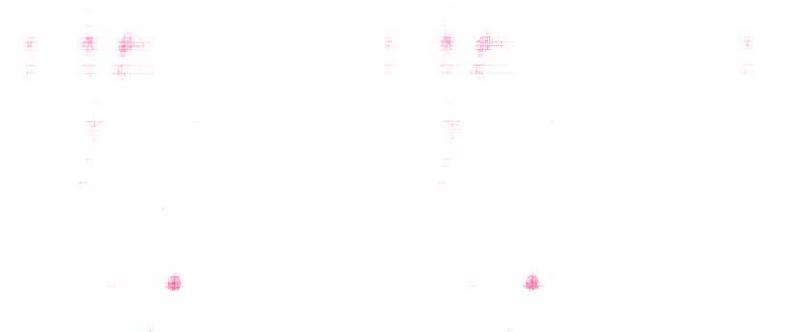
| Year, Mal | (e , Model | | | Miles | Price | Delivery Time |
|-----------|------------|-------|---------------------|-------|--------------|---------------|
| 24 | Ford | F-250 | | 10 | 48,995 | 120 Days |
| | | | Quantity Available: | 2 | Proposal No: | F |

| Feature | Meets Specification | Exceeds Specification | Does Me Specific | et |
|---|------------------------|--------------------------|------------------------|---------|
| Exterior Color: White | × | | | 100000 |
| V-8 Gasoline Engine | X | | | |
| Minimum GVWR 10,000 lbs. | × | | 5 | 4 |
| 4x4 Drive with Auto Locking Hubs | E X | | | 4.4 |
| Extended Cab | X | | | |
| Bed Size: 6 ½' | X | | | -47 |
| Automatic Transmission with Overdrive | X | | | |
| Electronic Locking Rear Axle | X | | | 20 |
| 40/20/40 Vinyl Seats | X | | | |
| Rubber Flooring | X | | | |
| Driver & Passenger Front Airbags | X | | | |
| Power Steering | | | | |
| Power Windows and Door Locks | X | | | |
| Air Conditioning | | | | |
| Manufacturer Standard AM/FM Radio | X | | | |
| Four-wheel Anti-lock Braking System (ABS) | X | | | |
| Speed Control and Tilt Wheel | X | | | |
| Heavy Duty Battery | X | | | |
| All Season Tires with Full Size Spare | X | | | |
| Backup Camera | X | | | 10. |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way | Plug | | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

| | ricet venicle Replacement | | | |
|---|---------------------------|----|--|--|
| ITEM F Continued | Proposal No: | F | | |
| Two Full Length Running Boards (one on driver's side and one on passenger side) | x | | | |
| Commercial Grade Spray-In Bedliner to cover Bed, Sides, Tailgate Front and Top of Rail | × | | | |
| Window Tint 30% | | | | |
| Aluminum Single Lid Crossover Toolbox (Cam Locker or equivalent) | X | On | | |
| Three (3) Sets of Keys | | | | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | | | |



RFP 24-001 Fleet Vehicle Replacement

ITEM G: Full Four Door Crew Cab 3/4 Ton 4x2 Pickup Truck (equivalent to Ford F250)

LEAGUE CITY

| Year, Make | Model | | | Miles | Price | Delivery Time |
|------------|-------|-------|---------------------|-------|--------------|---------------|
| 2024 | Ford | F-250 | | 10 | 50,995 | 120 Days |
| | | | Quantity Available: | 2 | Proposal No: | G |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Spe <u>cifications</u> |
|--|------------------------|--------------------------|--|
| Exterior Color: White | X | | |
| V-8 Gasoline Engine | ×. | | |
| Minimum GVWR 10,000 lbs. | * | | |
| 4x2 Drive | XI | 5. 100 | |
| Full Four Door Crew Cab | X | | |
| Bed Size: 6 ½' | X | | |
| Automatic Transmission with Overdrive | X | | |
| Electronic Locking Rear Axle | X | | |
| 40/20/40 Vinyl Seats | X | | |
| Rubber Flooring | X | | |
| Driver & Passenger Front Airbags | X | | |
| Power Steering | X | | |
| Power Windows and Door Locks | X | | |
| Air Conditioning | X | た。 (新) | |
| Manufacturer Standard AM/FM Radio | X | | |
| Four-wheel Anti-lock Braking System (ABS) | X | | |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | X | | |
| All Season Tires with Full Size Spare | X | | |
| Backup Camera | X | | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | Ý. | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

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|---|---------------------------|---|--|--|
| ITEM G Continued | Proposal No: | G | | |
| Two Full Length Running Boards (one on driver's side and one on passenger side) | X | | | |
| Commercial Grade Spray-In Bedliner to cover Bed, Sides, Tailgate Front and Top of Rail | X | | | |
| Window Tint 30% | X | | | |
| Aluminum Single Lid Crossover Toolbox (Cam Locker or equivalent) | X | | | |
| Three (3) Sets of Keys | X | | | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | | | |





RFP 24-001 Fleet Vehicle Replacement

ITEM H: Full Four Door Crew Cab 1 Ton SRW 4x2 Pickup Truck (equivalent to Ford F350)

LEAGUE CITY

| Year, Mak | ke , Model | | | Miles | Price | Delivery Time |
|-----------|------------|------|---------------------|-------|--------------|---------------|
| 24 | Ford | F350 | | 10 | 51,250 | 120 Days |
| | | | Quantity Available: | 2 | Proposal No: | н |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|--|------------------------|--------------------------|--|
| Exterior Color: White | × | , | |
| V-8 Gasoline Engine | X | | |
| Minimum GVWR 11,200 lbs. | X | # # | n - Serve Serve - Serve Se ve - Sev |
| 4x2 Drive | X | ST. II | - |
| Full Four Door Crew Cab | X | | |
| Bed Size: 6 ½' | X | | — |
| Automatic Transmission with Overdrive | X | ana'a k | |
| Electronic Locking Rear Axle | X | - | |
| 40/20/40 Vinyl Seats | × | | |
| Rubber Flooring | X | | |
| Driver & Passenger Front Airbags | X | | |
| Power Steering | X | | |
| Power Windows and Door Locks | X | | |
| Air Conditioning | X | | |
| Manufacturer Standard AM/FM Radio | X | | |
| Four-wheel Anti-lock Braking System (ABS) | X | | |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | X | | |
| All Season Tires with Full Size Spare | X | | |
| Backup Camera | X | | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | X | | |
| | | | |

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Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

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|---|---------------------------|---|--|--|
| ITEM H Continued | Proposal No: | Н | | |
| Two Full Length Running Boards (one on driver's side and one on passenger side) | × | | | |
| Commercial Grade Spray-In Bedliner to cover Bed, Sides, Tailgate Front and Top of Rail | X | | | |
| Window Tint 30% | X | | | |
| Aluminum Single Lid Crossover Toolbox (Cam Locker or equivalent) | X | | | |
| Three (3) Sets of Keys | X | | | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | | | |

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RFP 24-001 Fleet Vehicle Replacement

ITEM I: 1 Ton Full Four Door Crew Cab and Chassis DRW 4x2 84" CA (equivalent to Ford F350)

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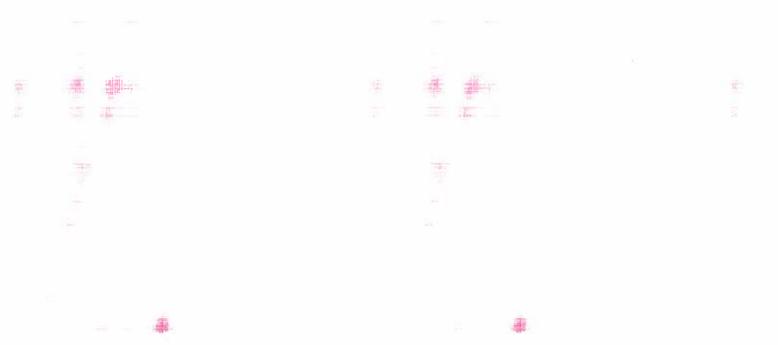
| Year, Mak | ke , Model | | | Miles | Price | Delivery Time |
|-----------|------------|------|---------------------|-------|--------------|---------------|
| 24 | Ford | F450 | | 10 | 55,995 | 120 Days |
| | | | Quantity Available: | 1 | Proposal No: | T |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|---|------------------------|--------------------------|------------------------------------|
| Exterior Color: White | × | | |
| V-8 Gasoline Engine | × | | 55 |
| Minimum GVWR 14,000 lbs. | | | 1 |
| 84" Cab to Axle | X | | 1 E 1 |
| 4x2 Drive | X | | |
| Full Four Door Crew Cab | | | - 11 |
| Automatic Transmission with Overdrive | X | | 145 |
| Electronic Locking Rear Axle | X | | Ph M |
| 40/20/40 Vinyl Seats | X | | |
| Rubber Flooring | N N | | |
| Driver & Passenger Front Airbags | X | | |
| Power Steering | 1 × | | |
| Power Windows and Door Locks | X | | |
| Air Conditioning | X | | |
| Manufacturer Standard AM/FM Radio | X | | |
| Four-wheel Anti-lock Braking System (ABS) | X | | |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | X | | |
| All Season Tires with Full Size Spare | X | | |
| Backup Camera | X | | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way | Plug | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

| ITEM I Continued | Proposal No: | T | |
|---|--------------|---|--|
| Two Full Length Running Boards (one on driver's side and one on passenger side) | x | | |
| Window Tint 30% | X | | |
| Three (3) Sets of Keys | X | | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | | |



RFP 24-001 Fleet Vehicle Replacement

ITEM K: Cargo Van Low Roof (equivalent to Ford Transit)

LEAGUE CITY

| Year, Make , Model | Miles | Price | Delivery Time |
|--------------------|-------------------|--------------|---------------|
| 24 Ford Transit | 10 | 47,995 | 120 Days |
| Qu | antity Available: | Proposal No: | K |

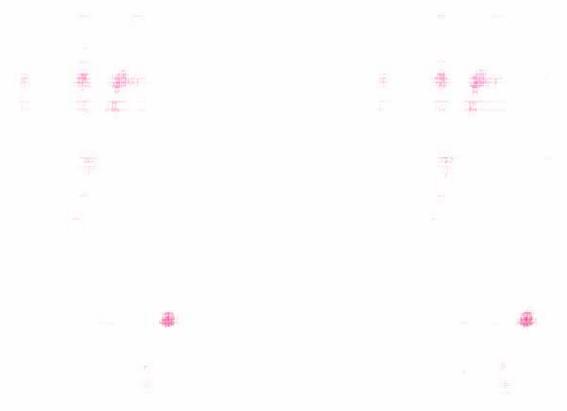
| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|---|------------------------|--------------------------|---------------------------------------|
| Exterior Color: White | × | | |
| V-6 Gasoline Engine | X | | |
| Minimum GVWR 8,600 lbs. | X | | |
| Low Roof | X | | |
| Cargo Barrier | X | 1 Mar. 19 A22 | |
| Reverse Sensing System | X | | |
| Automatic Transmission with Overdrive | X | 1 | |
| Vinyl Seating | X | 21 | |
| Rubber Flooring | X | | |
| Driver & Passenger Front Airbags | X | | |
| Power Steering | X | | |
| Power Windows and Door Locks | X | | 盡 |
| Air Conditioning | X | | A A A A A A A A A A A A A A A A A A A |
| Manufacturer Standard AM/FM Radio | X | | 2 |
| Four-wheel Anti-lock Braking System (ABS) | X | | 出 |
| Speed Control and Tilt Wheel | X | | |
| Heavy Duty Battery | X | | |
| All Season Tires with Full Size Spare | X | | J |
| Backup Camera | X | | |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | X | | |
| Two Full Length Running Boards (one on driver's side and one on passenger side) | X | | |

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Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

| Item K Continued | Proposal No: | K |
|---|--------------|---|
| Window Tint 30% | X | |
| Three (3) Sets of Keys | X | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | |



RFP 24-001 Fleet Vehicle Replacement

ITEM L: Cab and Chassis Regular Cab 4x2 19,500 GVWR 84" CA (equivalent to Ford F550)

LEAGUE CITY

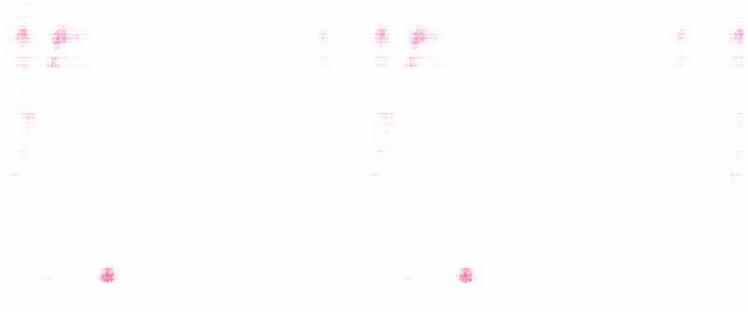
| Year, Make , Model | | Miles | Price | Delivery Time |
|--------------------|---------------------|-------|--------------|---------------|
| 2024 Ford F550 | | 10 | 55,500 | 120 Days |
| | Quantity Available: | 1 | Proposal No: | L |

| Feature | | Meets Specification | Exceeds Specification | Does Not Meet Specification |
|---|-----|------------------------|--------------------------|-----------------------------------|
| Exterior Color: White | | X | | |
| V-8 Diesel Engine | | X | | |
| Minimum GVWR 19,500 lbs. | * * | X | ~ | |
| 84" Cab to Axle | | X | | 100 |
| 4x2 Drive | | X | | |
| Heavy Front Suspension | | | | |
| PTO Provision | ÷ | X | | |
| Automatic Transmission with Overdrive | | X | | |
| Limited Slip Rear Axle | | X | | |
| Vinyl Seats | | X | | |
| Rubber Flooring | | X | | |
| Driver & Passenger Front Airbags | | X | | |
| Power Steering | | X | | |
| Power Windows and Door Locks | | X | | |
| Air Conditioning | | X | | |
| Manufacturer Standard AM/FM Radio | | X | | |
| Four-wheel Anti-lock Braking System (ABS) | | X | | |
| Speed Control and Tilt Wheel | | X | | |
| Heavy Duty Battery | | X | | |
| All Season Tires with Full Size Spare | | X | | |
| Backup Camera | | X | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

| | Lieer Actur | le Replacement |
|---|--------------|----------------|
| ITEM L Continued | Proposal No: | L |
| Heavy Duty Trailer Package with Class IV Hitch with 7 Way Plug | × | |
| Two Full Length Running Boards (one on driver's side and one on passenger side) | X | |
| Window Tint 30% | X | |
| Three (3) Sets of Keys | X | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) – Minimum | X | |



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Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

ITEM M: Cab and Chassis Regular Cab 4x2 33,000 GVWR 84" CA (equivalent to Ford F750)

31

| Year, Make , Model | | | Miles | Price | Delivery Time |
|--------------------|------|---------------------|-------|--------------|---------------|
| 25 Ford | F750 | | 10 | 81,995 | 120 Days |
| | | Quantity Available: | 4 | Proposal No: | m |

| Feature | Meets Specification | Exceeds Specification | Does Not Meet Specifications |
|---|------------------------|--------------------------|---|
| Exterior Color: White | × | | |
| V-8 Diesel Engine | × | | · · · · · · · · · · · · · · · · · · · |
| Minimum GVWR 33,000 lbs. | × | | ¢ 4812 |
| 12K Cap Front Axle, 21K Rear | × | | 11 |
| 84" Cab to Axle | X | | 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| 4x2 Drive | X | | - |
| Heavy Front Suspension | X | | |
| PTO Provision | X | | |
| Automatic Transmission with Overdrive | X | | |
| 6.50 Rear Axle Ratio | X | | |
| Air Brakes | X | | |
| Air Dryer 🚑 | X | | |
| Vinyl Seats | X | | |
| Rubber Flooring | X | | i i i i i i i i i i i i i i i i i i i |
| Driver & Passenger Front Airbags | X | · · · · · · · · · | |
| Power Steering | × | | |
| Power Windows and Door Locks | X | | |
| Air Conditioning | X | | |
| Manufacturer Standard AM/FM Radio | | | |
| Four-wheel Anti-lock Braking System (ABS) | | | |
| Speed Control and Tilt Wheel | X | | |

Purchasing Department

RFP 24-001 Fleet Vehicle Replacement

| | Floor Fullin | Field Femilie Replatement | | | |
|---|--------------|---------------------------|--|--|--|
| ITEM M Continued | Proposal No: | M | | | |
| Heavy Duty Battery | × | | | | |
| 11R22.5 Tires | X | | | | |
| Backup Camera | X | | | | |
| Window Tint 30% | X | | | | |
| Three (3) Sets of Keys | X | | | | |
| Three (3) Year Full Warranty on Entire Unit (Bumper to Bumper) Minimum | X | | | | |







Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- The proposal/bid submitted <u>contains confidential information</u> which is labeled and which may be found on the following pages: _______

and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

| Vendor/Proposer Submitting: | Chastang En | terprises f | fouston LLC |
|-----------------------------|---------------|-------------|-------------|
| Signature: July A. | hy " | Date: | 17/23 |
| Print Name: Cody Delan | Print Title:_ | Govt Sales | Mgr |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

| | | | | | 1 of 1 |
|---|---|---|----------|-----------------------------------|----------------------------|
| | Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | | OFFICE USE | |
| 1 | Name of business entity filing form, and the city, state and country of the l of business. | usiness entity's place | | i cate Number: -1091960 | |
| | CHASTANG ENTERPRISES HOUSTON LLC HOUSTON, TX United States | | | Filed: | |
| 2 | Name of governmental entity or state agency that is a party to the contract being filed. | for which the form is | 11/07 | 7/2023 | |
| | CITY OF LEAGUE CITY | | Date . | Acknowledged: | |
| 3 | Provide the identification number used by the governmental entity or state description of the services, goods, or other property to be provided under RFP 24-001 FLEET VEHICLE REPLACEMENT | agency to track or identify the contract. | the co | ontract, and prov | vide a |
| 4 | | | | Nature of | |
| | Name of Interested Party City, Sta | te, Country (place of busin | ess) | (check ap Controlling | Intermediary |
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| F | | | | | |
| 5 | Check only if there is NO Interested Party. | | | | |
| 6 | UNSWORN DECLARATION | | | | |
| | My name is <u>Cooly Delaney</u> | | birth is | 09/30/ | 1985 |
| | My address is <u>17815 Kings Park Ln 418</u> , <u>H</u> (street) | (city) (s | tate) | 77058 (zip code) | (country) |
| | I declare under penalty of perjury that the foregoing is true and correct. | | | | |
| | Executed in HarrisCounty, State of | Texas on the | 70 | day of <u>Nov</u> (month) | , 20 <u>23</u> . (year) |
| | | that, | 7 | | |
| | Signatu | ure of authorized agent of con (Declarant) | tracting | g business entity | |

Forms provided by Texas Ethics Commission

Version V3.5.1.9b4369cc

www.ethics.state.tx.us

| Form Request for Taxpayer (Flev. October 2018) Department of the Treasury Internel Revenue Service > Go to www.irs.gov/FormW9 for instructions and the latest information. | | | | | | | 4 | Give Form to the requester. Do no send to the IRS. | |
|--|--|---|---|--|---|--|---|---|------------------------------------|
| | 1 Name (as shown | on your income | tax return). Name is re | quired on this line; do | not leave this line bias | nk. | | | |
| | 10.0 | | S- HOUSTON, LL | | | | | | |
| | | | name, if different from | | | | | | |
| | CHASTANG FO | DRD | | | | | | | |
| Print or type. ecific Instructions on page 3. | following seven t individual/acie aingle-member / Limited Habilit Note: Check t LLC if the LLC another LLC t is disregarded Other (see ins | poxes. a proprietor or ar LLC y company. Entry the appropriate a lo classified as lo classified | C Corporation or the tax classification box in the line above fr a single-member LLC anded from the owner should check the app | S Corporation (C=C corporation, S= or the tax classification that is disregarded for for U.S. federal tax pu propriate box for the ta | Partnership Partnership Corporation, P=Partnership of the single-member on the owner unless th apposes. Otherwise, a s ux classification of its o | True tnership) r owner. Do he owner of t single-memb owner. | st/estate P not check he LLC is er LLC that | certain en instruction Exampt pu Exemption code (if a Moples to ac | counts melhtained outside the U.S. |
| 8 | 5 Address (number | r, street, and apt | . or suite no.) See inst | ructions. | | Reques | ter's name a | ind addres | s (optional) |
| | PO BOX 21127 | | 6200 NC | ORTH LOOP EAS | <u>ят — </u> | | | | |
| | 6 City, state, and 2 HOUSTON,TX | | HOUST | ON,TX 77026 | _ | | | 11.90 | |
| | 7 List account num | iber(s) here (opti | onal) | | | | | - | |
| Pa | | ver Identifi | cation Number | (TIN) | | 1 | ÷. | 1. A. | -Millione |
| Enter | your TIN in the ap | propriate box. | The TIN provided nois is generally your | nust match the nam social security num | ne given on line 1 to hber (SSN). Howeve | ar, for a | Social and | surity num | ber |

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the nertification, but you must provide your correct TIN. See the instructions for Part II, later.

| Sign Here | Signature of U.S. person ► | Challes. | - Date > 5/ | 18/2022 |
|--------------|----------------------------|----------|---|----------------------------------|
| Gone | val Inetri | uctions | • Form 1099-DIV (dividends, includends) | ling those from stocks or mutual |

General Instruction

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer Identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

funds)

9 6 8 7

4 7

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

8

1

- Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)
- Form 1098 (nome mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1814796879800 Approval Date: July 11, 2023 Scheduled Expiration Date: July 31, 2024

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In accordance with the Memorandum of Agreement between the HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL (HMSDC) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

Chastang Enterprises - Houston, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be registration/certification into HMSDC's program, you must immediately (within 30 days of such changes) notify HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy. If your firm ceases to remain certified in the HMSDC's program, you must apply and recognized as a HUB. This certificate printed July 11, 2023, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.bx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.